As filed with the Securities and Exchange Commission on June 20, 2024.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Talen Energy Corporation

(Exact name of Registrant as specified in its charter)

Delaware	4911	47-1197305
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

2929 Allen Pkwy, Suite 2200
Houston, TX 77019
(888) 211-6011
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Mark "Mac" A. McFarland, Chief Executive Officer
Talen Energy Corporation
2929 Allen Pkwy, Suite 2200
Houston, TX 77019
(888) 211-6011
(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: From time to time after this Registration Statement is declared effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☒

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. None of the Selling Stockholders of our common stock may sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting offers to buy these securities in any jurisdiction where such offer or sale is not permitted.

Subject to Completion. Dated June 20, 2024.

TALEN ENERGY CORPORATION

37,885,976 Shares of Common Stock

This prospectus relates to the registration of up to 37,885,976 shares of our common stock, par value $0.001 per share (our "common stock"), which may be offered for resale from time to time by the stockholders named under the heading "Principal and Selling Stockholders" (the "Selling Stockholders"). The shares of our common stock offered under this prospectus may be resold by the Selling Stockholders at fixed prices, prevailing market prices at the times of sale, prices related to such prevailing market prices, varying prices determined at the times of sale or negotiated prices, and, accordingly, we cannot determine the price or prices at which shares of our common stock may be resold. The shares of our common stock offered by this prospectus and any prospectus supplement may be resold by the Selling Stockholders directly to investors or to or through underwriters, dealers or other agents, as described in more detail in this prospectus. We do not know if, when or in what amounts a Selling Stockholder may offer shares of our common stock for resale. The Selling Stockholders may resell all, some or none of the shares of our common stock covered by this prospectus in one or multiple transactions. For more information, see the section titled "Plan of Distribution."

We will not receive any proceeds from the resale of shares of common stock by the Selling Stockholders, but we have agreed to pay certain registration expenses.

Our common stock is quoted on the OTCQX U.S. Market under the symbol "TLNE." On June 18, 2024, the closing sales price of our common stock as reported on the OTCQX U.S. Market was $116.70 per share. We have applied to list our common stock on the Nasdaq Global Select Market ("Nasdaq") under the symbol "TLN." We expect our common stock to begin trading on Nasdaq on or about .

Investing in our common stock involves risks. See the section titled "Risk Factors" beginning on page 19 to read about factors you should carefully consider before buying shares of our common stock.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

Prospectus dated , 2024.

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ABOUT THIS PROSPECTUS

This prospectus is a part of a registration statement on Form S-1 that we filed with the Securities and Exchange Commission (the "SEC"), using a "shelf" registration or continuous offering process. Under this shelf process, the Selling Stockholders may, from time to time, sell the common stock covered by this prospectus in the manner described in the section titled "Plan of Distribution." Additionally, we may provide a prospectus supplement to add information to, or update or change information contained in, this prospectus (except that any such additions, updates, or other changes to the section titled "Plan of Distribution" shall only be made pursuant to a post-effective amendment to the extent they are material). You may obtain this information without charge by following the instructions under the section titled "Where You Can Find Additional Information" appearing elsewhere in this prospectus. You should read carefully this prospectus and any prospectus supplement before deciding to invest in our common stock.

The Selling Stockholders may only offer to resell, and seek offers to buy, shares of our common stock in jurisdictions where offers and sales are permitted. You should rely only on the information contained in this prospectus and any accompanying prospectus supplement. Neither we, nor the Selling Stockholders, have authorized anyone to provide you with information other than that contained in this prospectus or any accompanying prospectus supplement, and if other information is provided to you, then you should not rely on it. Neither we, nor the Selling Stockholders, take any responsibility for, and can provide no assurance as to the accuracy or completeness of, any information that others may give you. Neither we, nor the Selling Stockholders, have authorized any other person to provide you with different or additional information. The information contained in this prospectus speaks only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of shares of our common stock hereunder. Our business, financial condition, cash flows, results of operations and prospects may have changed since the date on the front cover of this prospectus.

Neither we nor the Selling Stockholders are making an offer to sell the shares in any jurisdiction where the offer or sale is not permitted.

Basis of Presentation

Talen Energy Corporation ("TEC" or "Successor") is a holding company whose only material businesses and properties are held through its direct and wholly owned subsidiary, Talen Energy Supply, LLC, ("TES" or the "Predecessor"). As used in this prospectus, and as further described below, for periods after May 17, 2023, the terms "Talen," "Successor," the "Company," "we," "us" and "our" refer to TEC and its consolidated subsidiaries (including TES), unless the context clearly indicates otherwise. For periods on or before May 17, 2023, the terms "Talen," "Predecessor," the "Company," "we," "us" and "our" refer TES and its consolidated subsidiaries (which does not include TEC), unless the context clearly indicates otherwise.

On May 9, 2022, TES and 71 of its subsidiaries each filed a voluntary petition for relief (the "Restructuring") under Chapter 11 of the Bankruptcy Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (Houston Division) (the "Bankruptcy Court"). While TEC's management continued to operate TES and the other initial Debtors as debtors-in-possession during the pendency of the Restructuring, the activities that most significantly impacted TES's and the other initial Debtors' economic performance during this time required approval of the Bankruptcy Court. Accordingly, TEC deconsolidated TES for financial reporting purposes because TEC no longer controlled the activities of TES.

On December 12, 2022, TEC filed a petition to become a debtor in the Restructuring in order to facilitate the implementation of certain restructuring transactions contemplated under the Plan of Reorganization in the Restructuring (the "Plan of Reorganization") and the Bankruptcy Court approved the joint administration of TEC's voluntary petition for relief under Chapter 11 of the Bankruptcy Code with TES and the other initial Debtors. On December 20, 2022, the Bankruptcy Court confirmed the Plan of Reorganization.

On May 17, 2023, the Plan of Reorganization became effective and we emerged from the Restructuring ("Emergence"). Upon Emergence, TEC regained control of TES through a business combination that resulted in TEC again consolidating TES. The business combination was accounted for as a reverse acquisition based on the

transaction's economic substance, in which certain creditors of TES effectively equitized their claims against TES into the controlling equity interests of TES, which were then exchanged for the controlling equity interests of TEC.

Accordingly, the financial statements included elsewhere in this prospectus are issued under the name of TEC, the legal parent of TES and accounting acquiree, but represent the continuation of the financial statements of TES, the accounting acquirer. As a result, the consolidated financial statements of TEC after Emergence are not comparable to its consolidated financial statements prior to that date and have been presented with a black line division to delineate the lack of comparability between the Predecessor and Successor.

We completed the sale of our ERCOT fleet to CPS Energy in May 2024 (the "ERCOT Sale"). As a result, we have updated certain operational data presented in this prospectus to give effect to the ERCOT Sale. Our financial statements, segment information and related financial data as of and for the periods ending on or prior to March 31, 2024 include the results of operations from the ERCOT fleet. We intend to reevaluate our segment information for the first financial period after the ERCOT Sale, which is the quarter ending June 30, 2024.

All capitalized terms not defined herein have the meaning provided in the Glossary, unless otherwise expressly set forth herein.

Market and Industry Data

This prospectus includes estimates regarding market and industry data. Unless otherwise indicated, information concerning our industry and the markets in which we operate, including our general expectations, market position, market opportunity and market size, are based on our management's knowledge and experience in the markets in which we operate, together with currently available information obtained from various sources, including publicly available information, industry reports and publications, surveys, our customers, trade and business organizations and other contacts in the markets in which we operate. Certain information is based on management estimates, which have been derived from third-party sources, as well as data from our internal research.

In presenting this information, we have made certain assumptions that we believe to be reasonable based on such data and other similar sources and on our knowledge of, and our experience to date in, the markets in which we operate. While we believe the estimated market and industry data included in this prospectus is generally reliable, such information is inherently uncertain and imprecise. Market and industry data is subject to change and may be limited by the availability of raw data, the voluntary nature of the data gathering process and other limitations inherent in any statistical survey of such data. In addition, projections, assumptions and estimates of the future performance of the markets in which we operate are necessarily subject to uncertainty and risk due to a variety of factors, including those described in "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements." These and other factors could cause results to differ materially from those expressed in the estimates made by third parties and by us. Accordingly, you are cautioned not to place undue reliance on such market and industry data or any other such estimates.

PROSPECTUS SUMMARY

This summary highlights selected information that is presented in greater detail elsewhere in this prospectus. This summary does not contain all of the information you should consider before investing in our common stock. You should read this entire prospectus carefully, including the sections titled "Risk Factors," "Cautionary Note Regarding Forward-Looking Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and the consolidated financial statements and the related notes included elsewhere in this prospectus, before making an investment decision.

Our Business

Talen owns and operates power infrastructure in the United States. We produce and sell electricity, capacity and ancillary services into wholesale power markets in the United States, primarily in PJM and WECC, with our generation fleet principally located in the Mid-Atlantic and Montana. We recently completed the sale of our ERCOT fleet (the "ERCOT Sale"). See "—Recent Developments—ERCOT Sale" for additional information. The majority of our generation is produced at zero-carbon nuclear and lower-carbon gas-fired facilities and we are continuing our decarbonization efforts. In addition, as part of our Cumulus digital infrastructure and energy transition platform, we developed, and recently sold (the "Cumulus Data Campus Sale") to an affiliate of Amazon Web Services, Inc. (together with its affiliates, "AWS"), the infrastructure for a hyperscale data center campus (the "Cumulus Data Campus") adjacent to our zero-carbon Susquehanna nuclear facility ("Susquehanna") that will utilize carbon-free, low-cost energy provided directly from the plant, providing both an attractive source of demand for the plant and a new source of incremental revenues for us. See "—Recent Developments—Cumulus Data Campus Sale" for additional information. In 2023, we generated enough power for over 3 million average American homes (based on the U.S. Energy Information Administration's 2022 estimate of 10,791 KWh per home). In the first three months of 2024, Talen generated $319 million of net income and approximately $289 million of Adjusted EBITDA. "Summary Historical and Unaudited Pro Forma Condensed Consolidated Financial Information—Non-GAAP Financial Measures" contains a description of Adjusted EBITDA and a reconciliation to the most directly comparable GAAP measure.

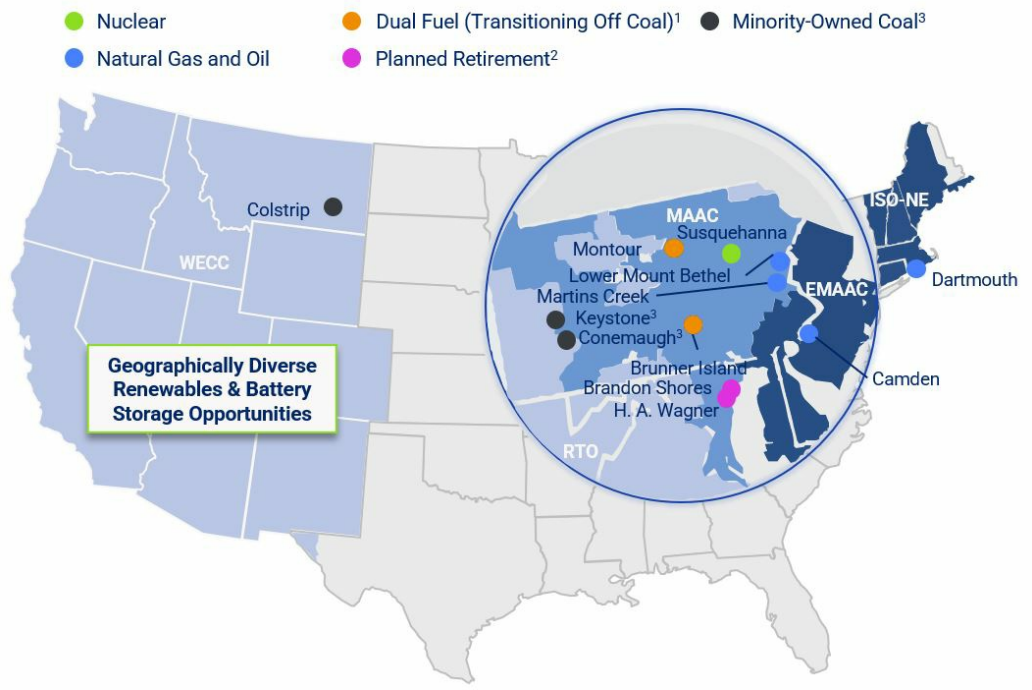
Our generation portfolio is anchored by our approximately 2.2 GW interest in the Susquehanna nuclear facility, which enabled us to produce over half of our generation carbon-free in 2023. As part of the Cumulus Data Campus Sale, we entered into agreements (the "Cumulus Data Campus PPA") to supply long-term, zero-carbon power directly from Susquehanna to the Cumulus Data Campus through fixed-price power commitments, providing cash flow stability for an initial term of at least 10 years, in addition to various extension options that could extend through the life of the plant (including additional life from license renewals). For additional information about the Cumulus Data Campus PPA, see "—Recent Developments—Cumulus Data Campus Sale." We also believe Susquehanna may further benefit from the nuclear production tax credit under the Inflation Reduction Act of 2022 (the "Nuclear PTC"), providing additional cash flow stability through 2032. Our 6.3 GW natural gas and oil fleet (of which 3.2 GW is from Brunner Island, Montour and Wagner Unit 3 after conversion, as discussed below) is reliable and dispatchable, and we believe these assets will become increasingly important for grid stabilization in the face of growing intermittent sources of generation in our core markets. These plants generate material annual capacity revenues and a seasoned operating team leads the monetization of seasonal commodity volatility. We have already completed the conversion of approximately 3.2 GW of our legacy coal fleet to natural gas or fuel oil, significantly reducing the carbon intensity of our fleet while extending the useful lives of certain assets.

In addition to our strong generation fleet, we are developing the Cumulus digital infrastructure and energy transition platform to explore growth opportunities complementary to our existing asset base. For instance, we developed the Cumulus Data Campus, the world's first 24x7 carbon-free, direct-connect data center campus, to provide digital infrastructure powered by "behind-the-fence" generation directly from Susquehanna. Through both the direct proceeds of the Cumulus Data Campus Sale and entry into the related Cumulus Data Campus PPA, we are now realizing the value of our prior investments in the campus in a value accretive way. While maintaining capital discipline, Cumulus is evaluating additional ways to leverage the value of our existing sites and interconnections for potential renewable energy generation or battery storage projects. We believe our existing footprint, which includes zero-carbon sources of power, access to the power grid and significant land holdings, provides us with unique opportunities for growth.

We believe that we are well positioned to benefit from strong cash flows generated by our Susquehanna facility, meaningful capacity revenues and commodity upside from our natural gas, oil and peaking fleet, organic growth from additional power sales to the Cumulus Data Campus under the Cumulus Data Campus PPA, and potential additional upside from our development pipeline, all with an incredibly low carbon footprint. With a focus on the safe, efficient physical and financial operation of our core assets, together with disciplined financial policy and capital allocation, our experienced management team intends to unlock the significant value that we believe is embedded in our platform, enabling us to realize meaningful shareholder returns.

Our Platform

The following discussion provides a brief overview of the key building blocks of our platform. For additional detail regarding each of our facilities, please see "Business—Our Properties."



Note: Fleet as of 3/31/2024, pro forma for the ERCOT Sale.

1. ***Brunner Island:*** *Coal-to-dual fuel conversion completed in 2016; coal-fired generation is restricted during the EPA Ozone Season (May 1 to September 30 of each year) and will cease by year-end 2028, with the option of earlier coal retirement at the Company's discretion.*
   Montour: *Coal-to-gas conversion completed in 2023; coal-fired generation is required to cease by year-end 2025, with the option of earlier coal retirement at the Company's discretion.*

2. ***Wagner and Brandon Shores:*** *Coal-to-oil conversion of Wagner Unit 3 completed in late 2023. However, we have provided notice to PJM of deactivation of Wagner and Brandon Shores, effective June 1, 2025. PJM subsequently notified Talen that these facilities are needed for reliability. Both facilities have filed cost-of-service rate schedules for continued Reliability-Must-Run operations through 2028. Please see Note 8 to the Interim Financial Statements for additional information.*

3. ***Keystone and Conemaugh:*** *Coal-fired electric generation is required to cease by year-end 2028.*

Zero-carbon Susquehanna nuclear facility. We own a 90% interest in and operate the 2.5 GW Susquehanna facility, the sixth largest nuclear-powered generation facility in the U.S. Susquehanna typically comprises 50% or more of our annual generation.

In 2023, Talen produced over 18,000 GWh of reliable, zero-carbon power from Susquehanna at a top-quartile low all-in cost of under $24 per MWh while maintaining leading safety performance. Susquehanna has historically generated revenues primarily from energy sales into the PJM wholesale market, PJM capacity revenues and strategic hedging. The co-located Cumulus Data Campus, initially under development by Cumulus Data and recently sold to AWS, now provides Susquehanna with additional contracted cash flows through the Cumulus Data Campus PPA. See "—Recent Developments—Cumulus Data Campus Sale" for additional information. We also believe the facility is now also poised to benefit substantially from the Nuclear PTC enacted under the Inflation Reduction Act, which would provide meaningful downside protection when annual revenues from nuclear generation are below $43.75 per MWh (indexed each year for inflation) while maintaining upside optionality in periods of higher pricing.

Susquehanna's efficient cost structure is supported in part by a portfolio of supply contracts for all stages of the nuclear fuel cycle. Our nuclear fuel cycle is 100% contracted through the 2025 fuel load and at least 85% contracted through 2028. We have no ongoing fuel exposure to any Russian-affiliated counterparties.

We believe that nuclear generation is integral to the grid and the energy transition, particularly as we move toward a lower-carbon world. An increasingly positive public sentiment toward nuclear generation, bolstered by government support in the form of the Nuclear PTC, has resulted in improved market appetite for nuclear assets, as demonstrated by the recent resurgence in nuclear M&A transactions. Susquehanna's two units are long-lived, with current licenses through 2042 and 2044 (and up to 20-year extensions possible with regulatory approval), and its dual-unit design contributes to maintenance, operational and other efficiencies, making Susquehanna an attractive asset in this space.

Natural gas and oil intermediate and peaking units. Our generation portfolio includes 7 technologically diverse natural gas and oil generation facilities across the generation stack (including intermediate and peaking dispatch), with certain units capable of utilizing multiple fuel sources. Our assets benefit from both a wholesale and a capacity market. Lower Mt. Bethel operates at a high Capacity Factor, enabled by advantaged gas supply. Neighboring Martins Creek, our largest non-nuclear facility, earns significant capacity revenues while keeping fixed costs relatively low, and its units are capable of cycling daily to capture peak energy prices. We recently refinanced a legacy project financing at these two high-quality assets, freeing their cash flows for broader utilization within our business. We have also recently converted some of our PJM assets to lower-carbon fuels, which extends their useful

lives and enables us to maintain both the associated capacity revenues and the additional commodity upside potential.

Our Cumulus platform opportunities. We believe our geographical footprint, supply of lower- and zero-carbon power, interconnection access and abundance of land all provide us with potential opportunities to extend the life and increase the value of our legacy assets through strategic development of growth projects where appropriate. With the majority of our planned capital expenditures for these projects having already been spent, we will continue to evaluate ways to find the highest and best use of our assets and capital, which may include advancing additional growth projects if justified by economics. These additional growth projects include our Cumulus renewables and battery storage initiatives, which are focused on the opportunity to leverage our substantial existing asset base in the development of future projects primarily through partnerships. The renewables and battery projects currently under evaluation require only modest incremental spend to maintain interconnection optionality. Nautilus, Cumulus Coin's digital currency joint venture with TeraWulf, is now operational adjacent to Susquehanna and the Cumulus Data Campus. Although we do not view digital currency as core to our long-term business, the 150 gross MW Nautilus facility currently generates positive cash flows from operations in addition to being a firm purchaser of power generated by Susquehanna. We plan to evaluate a variety of structural alternatives to progress our currently identified opportunities in keeping with our commitment to appropriate leverage levels and to a thoughtful capital allocation framework.

Carbon deleveraging. We have committed to cease burning coal at all of our wholly-owned coal facilities by the end of 2028, either through conversions or retirements. We have recently completed the conversion of approximately 3.2 GW of our legacy coal fleet to lower-carbon fuels. The conversion of our Brunner Island facility to dual-fuel (natural gas and coal) capability was completed in 2016; the plant currently burns coal only outside of Ozone Season and has committed to cease burning coal completely by the end of 2028. The conversion of our Montour facility to natural gas was completed in 2023, with both converted units now fully operational on gas. Together, these two facilities represent nearly 25% of our total generation capacity. The conversion of our legacy coal facilities to alternative fuels meaningfully extends the life of certain assets, while also lowering the carbon profile of our fossil fleet, mitigating uncertainties associated with coal supply and improving system reliability. These transitions enable us to maintain the capacity revenues generated by the assets while providing additional commodity upside optionality.

In addition, the conversion of Wagner Unit 3 from coal to fuel oil was completed in 2023; however, for economic reasons, we have requested deactivation of Wagner in mid-2025. Our wholly-owned 1.3 GW Brandon Shores facility is required by both environmental permits and settlements to stop combusting coal by the end of 2025, and we have requested deactivation of Brandon Shores in mid-2025. However, PJM subsequently notified us that both Wagner and Brandon Shores are needed for reliability reasons. Both facilities have filed cost-of-service rate schedules, currently pending with FERC, for continued Reliability-Must-Run operations through 2028. For additional information, see Note 8 in Notes to the Interim Financial Statements.

We also own minority interests, totaling approximately 800 MW, in three coal-fired generation facilities in PJM and WECC. We are exploring ways to maximize the value of these assets in the context of our broader carbon deleveraging goals, and our key debt agreements provide us the ability to separate our minority-owned coal assets if we decide to do so.

Our Competitive Strengths

We believe the following strengths leave us well positioned to maximize the value of our business:

Stable cash flows from Susquehanna. Susquehanna is one of the largest baseload, carbon-free nuclear generation facilities in the United States. Susquehanna provides multiple paths to cash flow generation and value creation, including through the PJM wholesale and capacity markets. Historically, we sold our power via a combination of spot sales and hedging transactions. The Cumulus Data Campus now creates additional incremental value for Susquehanna, providing future cash flows through direct sales of power to a highly-rated counterparty at fixed prices under the long-term Cumulus Data Campus PPA. See "—Recent Developments—Cumulus Data Campus Sale" for additional information. When measured by the operational and safety standards adopted by the

nuclear industry, Susquehanna is one of the top performers in the United States. In 2023, Talen produced over 18,000 GWh of reliable, zero-carbon power from Susquehanna at a low all-in cost of less than $24 per MWh while maintaining leading safety performance.

Going forward, our commercial strategy at Susquehanna may also benefit from the Nuclear PTC, which provides for an up to $15 per MWh tax credit (indexed to inflation) related to energy produced at nuclear facilities through 2032. The Nuclear PTC provides meaningful downside protection when annual revenues fall below $43.75 per MWh (indexed to inflation) while maintaining upside optionality on Susquehanna's generation for higher prices. Based on the latest guidance, we can use the Nuclear PTC to offset up to 75% of our federal cash taxes and may be able to monetize remaining credits through the sale to an eligible taxpayer.

Flexible and highly dispatchable natural gas and oil fleet provides the ability to capture significant incremental revenue and benefit from shifting market dynamics. Our 6.3 GW natural gas and oil generation fleet (of which 3.2 GW is from Brunner Island, Montour and Wagner Unit 3 after their recent conversions from coal) is comprised of diverse and strategically located assets, including significant generation in attractive wholesale markets, leaving our fleet well suited to benefit from varying market dynamics while also generating predictable capacity revenues. Our seasoned operating teams lead the monetization of commodity volatility. Our natural gas and oil generation fleet provides meaningful operational flexibility, enabling us to respond to pricing signals to capture upside from power price dynamics. We believe this capability will become increasingly valuable as a source of reliability in markets with increasing levels of intermittent generation assets. We believe that gas assets will be a core component of the power markets and grid reliability for the coming years, and we believe our natural gas and oil generation fleet is also poised to benefit from potential regulatory reforms and shifting market dynamics.

Strong balance sheet underpinned by robust liquidity, ample cash generation and modest leverage. We emerged from the Restructuring with a well-capitalized and strong balance sheet and have no significant debt maturities until 2030. As of March 31, 2024, we had unrestricted cash of approximately $597 million and $544 million of available commitments under our revolving credit facility, resulting in liquidity of approximately $1.1 billion. In addition, we have a $75 million secured bilateral letter of credit facility and a $470 million term loan C letter of credit facility. Our strong balance sheet also provides ample capacity and counterparty appetite for lien-based hedging, which does not require cash collateral posting. Our legacy debt service requirements were significantly reduced as a result of the Restructuring, and we intend to maintain a modest go-forward net leverage ratio of 3.5x or less. We believe these factors provide us with the flexibility to focus on maximizing value through the disciplined operation of our core business.

Experienced, principled and disciplined leadership team. We benefit significantly from the experience and industry expertise of our leadership team. Following the Restructuring, we have reorganized and refined our senior management team to more closely align with our go-forward objectives. Our management team draws from decades of strategic, operational, financial and legal experience as they seek to maximize the value of our business for our stakeholders. We are overseen by an independent Board of Directors with deep power industry experience across all relevant disciplines, markets and asset types, including significant commercial and risk management expertise. While we continue to maintain an internal risk management committee of senior management to monitor, measure and manage risks in accordance with our risk policy, we have also established an independent risk oversight committee of the Board of Directors that makes this a key strategic priority. See "Management."

Our generation team continues to be led by Company veterans with a proven track record of operational excellence. Furthermore, our commercial team is comprised of seasoned veterans spanning all disciplines: asset optimization, trading, fuel-procurement, risk management, credit and power-flow modeling. We also benefit from hand-selected regional leadership and plant management teams who have significant experience in the power industry and with local and governmental stakeholders, providing us with a deep understanding of the regulatory, political and business environment in each of our key markets. We believe that this high level of experience strengthens our ability to effectively manage, improve and monetize our current power generation assets and to identify, evaluate and execute on opportunities to maximize the value of our platform. We are continually focused on capital discipline and commercial and risk management to ensure stable and predictable cash-flow generation and preserve margin.

Our Business Strategies

We believe our competitive strengths position us well to achieve our business objectives through the following strategies:

Continue our exceptional operations, with focus on continued cost savings and efficiencies. The foundation of our platform is safe, disciplined operational and commercial performance. We drive operational excellence by maximizing the safety, reliability and efficiency of our core assets, which in turn enhances our cash flows and financial position. While we will continue to evaluate ways to find the highest and best use of our assets and capital, we are committed to maintaining best-in-class operations at our core generation facilities, including through additional cost savings, where available, across all cost categories, in turn maximizing free cash flow from our core asset base and driving shareholder returns. Following the Restructuring, we expect our cost structure to be lower and more flexible due to many successful initiatives that have reduced our recurring operating costs, including significantly reducing our debt service obligations, renegotiating or rejecting fuel contracts, focusing generation facility investments on plant reliability, eliminating unnecessary overhead costs and rewarding our employees with cash flow performance-based compensation. In addition, as part of our cost savings initiative implemented in late 2023, we formally assessed our operational model and cost structure across the Company and executed on specific actions focused on reductions in run-rate O&M and G&A expenses.

To sustain our robust performance, our leadership team focuses on, among other priorities, maximizing reliability through carefully planned and periodic maintenance and upgrades of our equipment, retaining experienced facility managers and employees and positioning them on-site to address emerging issues quickly, capitalizing on procurement efficiencies across our platform and implementing redundancy in our generation facility design. Our leadership team continually sources ideas from, among others, generation facility management teams, asset managers and frontline workers and prioritizes them based on impact, feasibility and expected return on investment.

Focus and maintain our core generation that provides stable earnings and cash flows. Our core fleet generates stable earnings and cash flows backed by multiple sources. Our integrated generation, wholesale marketing and commercial capabilities enable us to produce significant recurring cash flow, and our commercial and risk management strategies provide cash flow stability while balancing operational, price and liquidity risk through physical and financial commodity transactions. In today's robust but volatile energy markets, our team has been able to capture high realized pricing through both reliable generation and strategic risk management, resulting in $319 million of net income and approximately $289 million of Adjusted EBITDA in the first three months of 2024. "Summary Historical and Unaudited Pro Forma Condensed Consolidated Financial Information—Non-GAAP Financial Measures" contains a description of Adjusted EBITDA and a reconciliation to the most directly comparable GAAP measure. Capacity revenue is a key indicator of the important role that nuclear, natural gas and peaking generation all play in PJM grid reliability. In 2023, our PJM fleet generated approximately $241 million in capacity revenues. Following the Cumulus Data Campus Sale, we are poised to increasingly benefit from long-term, stable cash flows from fixed-price power sales under the Cumulus Data Campus PPA. See "—Recent Developments—Cumulus Data Campus Sale" for additional information. We now also have substantive federal support for nuclear generation, which is accretive to our portfolio, with the Nuclear PTC further de-risking our Susquehanna generation and enhancing its credit profile while maintaining upside optionality in high price environments. We also believe we are well positioned to benefit from current and anticipated proposed regulatory reforms in our key markets, and to respond to changing supply/demand dynamics, in part due to third-party asset and resource retirements.

Optimize risk management program and hedging. We are focused on implementing appropriate risk management policies in the context of a right-sized balance sheet and the cash flow stability provided by the Nuclear PTC. We maintain both an internal risk management committee, comprised of members of senior management from across the organization, and a Board-level risk oversight committee, comprised of members of our Board of Directors with extensive trading and risk backgrounds. We target a hedge range of 60-80% of our expected generation for the prompt 12 months and ratably scale the hedge percentage down further out in time to align with our financial objectives. Our strong balance sheet provides ample capacity and counterparty appetite for lien-based hedging, which does not require cash collateral posting. We will employ a disciplined go-forward strategy focused on first-lien hedging while minimizing exchange-based hedging and the associated margin requirements.

Importantly, there are lower overall hedging needs given the cash-flow stability afforded by the Nuclear PTC and significantly reduced debt service requirements.

Capitalize on low carbon-intensity generation to maintain and grow cash flows in a changing policy environment. In recent years, the power sector has undergone significant policy- and technology-driven changes that, when combined with aging infrastructure and evolving consumer, investor and commercial demands largely focused on ESG practices, are transforming the markets in which we operate. We view responsible ESG practices as a key component for achieving operational excellence, maintaining strong financial performance and maximizing the value of our platform over time. We have dramatically reduced our environmental footprint over the past several years, investing heavily in environmental controls and switching to cleaner fuels in response to market and other conditions. As of December 31, 2023, we have reduced our annual carbon dioxide emissions by approximately 75% when compared to 2010 levels.

Our environmental position is firmly anchored by Susquehanna, which enabled us to generate over half of our electricity output carbon-free in 2023. Our natural gas portfolio also includes a number of energy efficient assets with low heat rates. The overall carbon intensity of our generation was 0.29 metric tons per MWh in 2023, which is over approximately 50% lower than our carbon intensity in 2010. We expect to continue reducing our carbon footprint through the recently-completed conversions of 3.2 GW of our legacy coal fleet to lower-carbon fuels and the planned retirement of up to 1.6 GW of legacy coal assets at Wagner (Unit 3) and Brandon Shores, all with minimal remaining cost requirements.

As we retire older, economically nonviable conventional power generation assets, we are exploring opportunities to repurpose these sites to advance our carbon deleveraging. If ultimately developed, our growing carbon-free generation and storage capabilities will enable us to provide additional clean power while extending the life and increasing the value of our legacy assets.

Disciplined financial policy and capital allocation. We actively manage our capital structure, future capital commitments and asset base by following disciplined capital allocation principles focused on generating cash flow, maintaining reasonable leverage and reducing our cost of capital. We emerged from the Restructuring with a strong balance sheet underpinned by modest leverage and robust liquidity of approximately $875 million, increased to approximately $1.1 billion as of March 31, 2024. We also expect that our hedging program will be significantly less capital-intensive than historically, and that the Nuclear PTC will further hedge a substantial amount of our cash flows. We will continue exploring strategic growth opportunities, such as renewables and battery storage projects, if economically viable, but further investment will require a sound basis and an attractive returns profile when compared to other uses of capital. We may also explore partnerships with experienced long-term partners and investors to achieve the right cost of capital as we further progress any future growth projects. We believe that these factors, together with stable cash flows and limited requirements for go-forward capital expenditures, will maximize our free cash flows and enable us to focus on shareholder return programs as appropriate. In furtherance of our disciplined capital allocation strategy, we recently announced an upsizing of the remaining capacity under our share repurchase program to $1 billion through the end of 2025. As part of this program, we recently completed a tender offer for our common stock. See "—Recent Developments—Upsizing of Share Repurchase Program" and "—Recent Developments—Tender Offer" for additional information.

We intend to target a modest leverage profile with a go-forward net leverage ratio of 3.5x or less, depending on seasonal dynamics. We also intend to prioritize balance sheet efficiency through the active preservation of liquidity, using solutions, where appropriate, such as first-lien, asset-backed hedging agreements in lieu of exchange-based hedging.

Maximize the value of our platform opportunities in a capital efficient manner. We believe there is significant value embedded in our platform, and our activities will be focused on driving both organic and inorganic strategy in ways that create the best sources of value for our company. In addition to focusing on the core operation of our business, we actively manage decision making to achieve the highest and best use of our assets to recognize the full value of our platform. We believe we have meaningful opportunities to unlock previously unrecognized value in our assets. Within our generation portfolio, we are focused on identifying the most valuable use of the reliable nuclear power generated at Susquehanna, including through long-term power sales to the Cumulus Data Campus and

otherwise, and commercially managing our highly flexible gas fleet to capture extrinsic value. We also believe we have opportunities to organize our assets to align with investor priorities and related costs of capital and we intend to thoughtfully consider market feedback regarding which strategies would be the most value accretive to us. While higher-carbon emitting assets remain important components of our portfolio, such assets are harder to finance and are more working capital intensive in contrast to certain of our more efficient and lower-emissions assets. Within our Cumulus platform, we have now made significant progress in monetizing our prior investments in the Cumulus Data Campus, and we have several other growth options under evaluation that require only modest incremental spend to maintain interconnection optionality. In furtherance of our value maximization efforts, the recent ERCOT Sale is another example of creating value for the Company by opportunistically engaging in market activities. We may commence a corporate realignment that focuses on nuclear, natural gas and digital assets as our core elements of value, and we are permitted to do so under our key debt documents. We expect to evolve our asset base both by continuing to evaluate opportunities to drive value uplift for our existing assets and by pursuing opportunistic acquisitions and divestitures in order to drive cash flow generation and investor returns.

Recent Developments

Tender Offer

In May 2024, the Company commenced a modified "Dutch auction" tender offer (the "Tender Offer") to purchase shares of the Company's common stock for cash. The Tender Offer resulted in the purchase for cash of 5,275,862 shares of its common stock, representing 9.0% of the Company's outstanding common stock, at a clearing price per share of $116.00, or an aggregate of $612 million. The Tender Offer was part of the Company's share repurchase program discussed below.

Remarketing of PEDFA Bonds

In June 2024, the Company completed a remarketing of $50 million in aggregate principal amount of its PEDFA 2009B and $80.6 million in aggregate principal amount of its PEDFA 2009C Bonds.

The PEDFA 2009B and PEDFA 2009C Bonds will now bear interest at 5.25% until the end of the new term rate period on June 1, 2027. In connection with the remarketing, the approximately $133 million of letters of credit that had previously backstopped the PEDFA 2009B and PEDFA 2009C Bonds will be terminated, providing the Company with increased capacity on its TLC.

Mandatory Share Exchange

In May 2024, each outstanding restricted share of the Company's common stock issued with or under CUSIP No. 87422Q208 was exchanged for an unrestricted share of the Company's common stock issued with or under CUSIP No. 87422Q109. The exchange was intended to provide stockholders with increased liquidity, permitting the previously restricted shares to now trade without restriction, subject to each holder's compliance with (i) securities laws and (ii) rules promulgated by the OTCQX U.S. Market or Nasdaq, as applicable.

Upsizing of Share Repurchase Program

In October 2023, the Board of Directors approved a share repurchase program initially authorizing the Company to repurchase up to $300 million of the Company's outstanding common stock through December 31, 2025. In May 2024, the Board of Directors approved an increase of the remaining capacity under the Company's share repurchase program to $1 billion through the end of 2025. Repurchases may be made from time to time, at the Company's discretion, in open market transactions at prevailing market prices, negotiated transactions, or other means in accordance with federal securities laws, and may be repurchased pursuant to a Rule 10b5-1 trading plan. The Company intends to fund repurchases from cash on hand. Repurchases by the Company will be subject to a number of factors, including the market price of the Company's common stock, alternative uses of capital, general market and economic conditions, and applicable legal requirements, and the repurchase program may be suspended, modified or discontinued by the Board of Directors at any time without prior notice. The Company has no obligation to repurchase any amount of its common stock under the repurchase program. As of March 31, 2024, 493,000 shares

of the Company's common stock have been purchased under the share repurchase program for $39 million, inclusive of transaction costs. See Note 16 in Notes to the Annual Financial Statements for additional information.

Term Loan Repricing

In May 2024, the Company completed a repricing transaction with respect to the TLB and TLC. The new rate applicable to the TLB and TLC is SOFR plus 350 basis points, which reduces the interest rate margin by 100 basis points. The applicable SOFR floor was reduced from 50 to 0 basis points. Additionally, in connection with the repricing, the lenders under the TLB and TLC agreed to: (i) waive any mandatory prepayment obligations in connection with the ERCOT Sale, and (ii) certain other amendments permitting Talen additional capacity for dispositions, restricted payments and investments under the Credit Agreement.

ERCOT Sale

In May 2024, the Company closed the previously announced sale of its approximately 1.7 GW generation portfolio located in the South Zone of the ERCOT market to CPS Energy for $785 million of gross proceeds (approximately $723 million in net proceeds after customary working capital adjustments and estimated taxes, transaction fees and other costs). These assets included the 897 MW Barney Davis and 635 MW Nueces Bay natural gas-fired generation facilities, both located in Corpus Christi, Texas, as well as the 178 MW natural gas-fired generation facility in Laredo, Texas.

Cumulus Digital Buyouts

In March 2024, TES acquired all of the equity units of Cumulus Digital Holdings held by affiliates of Orion and two former members of Talen senior management in exchange for $39 million. Following these transactions, TES owns 100% of the equity of Cumulus Digital Holdings. See "Certain Relationships and Related Party Transactions—Cumulus Investments—Cumulus Digital Holdings; Buyouts" for additional information.

Cumulus Data Campus Sale

In March 2024, AWS purchased substantially all the assets of Cumulus Data for gross proceeds of $650 million, with $350 million delivered to the Company at closing and the remaining $300 million of consideration held in escrow. The first $200 million of escrowed proceeds will be released upon a zoning amendment approval or ordinance allowing construction and operation of data center facilities on the property sufficient to consume an aggregate of at least 540 MW of energy, with the remaining $100 million released upon similar zoning amendment approval sufficient to allow aggregate consumption of at least 960 MW. If the 540 MW zoning amendment approval is not granted prior to March 1, 2025 (subject to certain limited extensions), then AWS has the option either to (i) retain the property and release all escrowed funds to the Company or (ii) revert all escrowed funds to AWS and allow the Company a one-time right to repurchase the property for $355 million. If the 540 MW zoning condition is met but the 960 MW zoning amendment approval is not granted prior to March 1, 2028, the remaining $100 million of escrowed funds will revert to AWS. The zoning amendment was approved by the applicable township on May 28, 2024 for the 960 MW. After a required 30 day public comment period, it is expected the zoning amendment will be approved and that the remaining $300 million of consideration will be released to the Company.

In connection with the Cumulus Data Campus Sale, the Company executed the Cumulus Data Campus PPA with AWS, pursuant to which the Company agreed to supply long-term, carbon-free power from Susquehanna to the Cumulus Data Campus through fixed-price power commitments. Under the Cumulus Data Campus PPA, AWS has minimum contractual power commitments that increase in 120 MW increments annually (or earlier, at AWS's option), with a one-time option to either cap commitments at 480 MW (the "480 MW Case") or otherwise purchase, in continuing annual steps, up to 960 MW. Each step up in capacity commitment has a fixed price for an initial 10-year term, after which AWS has the option to renew each step at a price that includes a fixed margin above then-applicable PJM energy and capacity prices. The initial term of the Cumulus Data Campus PPA is 18 years, with two 10-year extensions at AWS's option. Under a separate agreement, Talen will receive additional revenue from AWS related to the sales of carbon-free energy ("CFE") to the grid. The following table shows the value of these

agreements, to the extent reasonably estimable, based on the minimum commitments described above through achievement of the 480 MW case.

Year	PTC Reference Price ($/MWh) [1]	Power Sales (MW)	Incremental EBITDA ($mm/year) [2][3]
2024	$44	—	$15
2025	$45	120	$20-35
2026	$45	240	$55-80
2027	$46	360	$65-110
2028	$46	480	$85-140

(1) Assumed "PTC Reference Price" represents the max price of the Nuclear PTC floor (assuming 2% annual inflation). Provided for illustrative purposes only; not Company projections.
(2) Incremental impact based on comparison of (1) Susquehanna revenues including AWS power sales and additional revenue from AWS related to sales of CFE vs. (2) Susquehanna revenues without AWS agreements, using the price floor set by the "PTC Reference Price." Rounded to nearest $5mm.
(3) Financial outcomes reflected here are based on various offtake outcomes and are subject to confidential contractual provisions that may affect actual outcomes in either direction; EBITDA range bounded by minimum contractual payments not dependent on executed power purchases and payments for full consumption of power commitments under the 480 MW Case; outcomes may also be impacted by IRS guidance regarding the nuclear PTC. See "Cautionary Note Regarding Forward Looking Statements."

Also in connection with the Cumulus Data Campus Sale, the Company terminated the Cumulus Digital TLF and the outstanding obligations thereunder were satisfied and discharged in full. The security interests granted under the Cumulus Digital TLF were terminated, discharged and released. See Note 11 in Notes to the Interim Financial Statements and Note 13 in Notes to the Annual Financial Statements for additional information.

PPL/Talen Montana Litigation Settlement

In December 2023, Talen reached a litigation settlement with PPL. Under the terms of the settlement agreement, PPL paid TEC's indirect subsidiary, Talen Montana, $115 million in cash in exchange for a full release of Talen Montana's claims against PPL. Separately, Talen Montana remitted $11 million of the PPL settlement proceeds to the general unsecured creditors trust that was established pursuant to the Plan of Reorganization. See "Business—Legal Matters—Resolved Legal Matters—PPL/Talen Montana Litigation" and Note 12 in Notes to the Annual Financial Statements for additional information.

Riverstone Repurchase

In September 2023, TEC paid Riverstone $40 million in exchange for the cancellation of all of its TEC common stock warrants and a tax indemnity agreement, as well as waiving its future rights to the Retail PPA Incentive Equity. Also, in September 2023, TES and Orion purchased all of the equity units of Cumulus Digital Holdings held by Riverstone for an aggregate purchase price of $20 million, of which TES paid $19 million. See "Certain Relationships and Related Party Transactions—Cumulus Investments—Cumulus Digital Holdings; Buyouts," "Certain Relationships and Related Party Transactions—Riverstone Warrant Cancellation" and Note 16 in Notes to the Annual Financial Statements for additional information.

Reorganization and Emergence

On May 9, 2022, TES and 71 of its subsidiaries commenced the Restructuring, and in December 2022, TEC joined the Restructuring to facilitate the transactions contemplated by the Plan of Reorganization. In December 2022, the Bankruptcy Court confirmed the Plan of Reorganization that implemented, among other things, the settlement of certain claims and commitments of TES's debt holders and certain other of its obligations and the Exit Financings, which provided for the infusion of $1.4 billion of new equity capital into our business pursuant to the Rights Offering, the issuance of $1.2 billion aggregate principal amount of the Secured Notes and our entry into the Credit Facilities, which included: (i) $700 million in revolving commitments and $475 million in LC commitments under the RCF, (ii) $1.05 billion in commitments under the Term Loans, $470 million of which is used to cash

collateralize trade and standby LCs, and (iii) $75 million in commitments under the Bilateral LCF to support the issuance of standby LCs.

On May 17, 2023, upon receipt of applicable regulatory approvals and the consummation of the Exit Financings, the Plan of Reorganization became effective and we emerged from the Restructuring with a significantly deleveraged balance sheet, driven by the full repayment of TES's first-lien funded debt outstanding at the commencement of the Restructuring and the consensual equitization of all of TES's existing Prepetition Unsecured Notes and PEDFA 2009 Bonds outstanding at the commencement of the Restructuring, which resulted in an approximate $2.5 billion reduction in TES's debt and an additional $530 million of other liabilities subject to compromise. For additional information on the Restructuring, Plan of Reorganization and Exit Financings, see "Business—Restructuring and Financing Transactions," "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" and the notes to the consolidated financial statements included elsewhere in this prospectus.

Risk Factors Summary

An investment in our securities involves a high degree of risk. The occurrence of one or more of the events or circumstances described in the section titled "Risk Factors," alone or in combination with other events or circumstances, may materially adversely affect our business, financial condition and operating results. In that event, the trading price of our securities could decline and you could lose all or part of your investment. Such risks include, but are not limited to:

Industry and Market Risks

- Changes in the market price of electricity, natural gas and other commodities may materially adversely impact our financial condition, results of operations, liquidity and cash flows.
- Declines in wholesale electricity prices or decreases in demand for electricity due to macroeconomic factors, such as the ongoing slowdown in the U.S. economy, significant advances in technology or changes in energy consumption, may significantly impact our margins and results of operations.
- We face intense competition in the competitive power generation market, which may adversely affect our ability to operate profitably and generate positive cash flow.
- Our business is subject to physical, market and economic risks relating to weather conditions, including the effects of climate change and extreme weather events, which may adversely affect our financial condition and results of operations.

Commercial and Operational Risks

- Operation of power generation facilities involves significant risks and hazards customary to the power industry that could have a material adverse effect on our financial condition and results of operations, and we may not have adequate insurance to cover the risks and hazards.
- Our ownership and operation of Susquehanna, which contributes a majority of our earnings associated with electric generation, subjects us to substantial risks associated with nuclear generation.
- Our operations may impact the environment or cause exposure to hazardous substances, and our properties may have environmental contamination, which could result in material liabilities to us.
- Uncertainties in the supply of fuel and other necessary products could adversely impact us.
- The retirement and potential reorganization of certain assets and subsidiaries could result in significant costs and have an adverse effect on our operating results.

Regulatory, Legislative and Legal Risks

- Any change in the structure and operation of, or the various pricing limitations imposed by, the RTOs and ISOs in regions where our generation is located may adversely affect the profitability of our generation facilities.
- Our ownership and operation of a nuclear power facility subjects us to regulations, costs and liabilities uniquely associated with these types of facilities.
- The availability and cost of emission allowances could negatively impact our operating costs.
- Changes in tax law (including any elimination of the Nuclear PTC), the implementation regulations of certain tax provisions or adverse decisions by tax authorities may adversely affect our business and financial condition.
- Our ability to utilize our tax attributes, including net operating loss carryforwards, remaining following Emergence, if any, may be limited.
- Our business may be affected by state interference in the competitive marketplaces.

Financial and Liquidity Risks

- Our historical financial information may not be indicative of our future financial performance.
- Our indebtedness could adversely affect our financial condition and impair our ability to operate our business.
- Indebtedness subjects us to the risk of higher interest rates, which could cause our future debt service obligations to increase significantly.
- Our debt agreements contain various covenants that impose restrictions on TES and certain of its subsidiaries that may affect our ability to operate our business and to make payments on our indebtedness.

Growth and Strategic Risks

- Our project development activities through our Cumulus Affiliates may consume a significant portion of our management's focus and resources, and if not completed or successful, reduce our profitability.
- Joint ventures, joint ownership arrangements and other projects pose unique challenges to our Cumulus projects, and we may not be able to fully implement or realize synergies, expected returns or other anticipated benefits associated with such projects.
- Our interest in and operation of a Bitcoin mining facility subjects us to certain risks.

Risks Related to Ownership of Our Common Stock

- No prior public trading market existed for our common stock prior to trading on the OTC Pink Market, and an active trading market may not develop or be sustained following the registration of our common stock on Nasdaq, which may cause the market price of our common stock to decline significantly and make it difficult for investors to sell their shares in the future.
- We may not pay any dividends on our common stock in the future.
- The requirements of being a public company may strain our resources, increase our costs and distract management, and, as a result, we may be unable to comply with these requirements in a timely or cost-effective manner.

Corporate Information

We were incorporated in Delaware on June 6, 2014. Our principal executive offices are located at 2929 Allen Pkwy, Suite 2200, Houston, TX 77019 and our telephone number is (888) 211-6011. Our website address is www.talenenergy.com. Information contained on, or that can be accessed through, our website is not incorporated by reference into this prospectus, and you should not consider information on our website to be part of this prospectus.

THE OFFERING

Issuer	Talen Energy Corporation.
Outstanding common stock that may be offered by the Selling Stockholders	Up to 37,885,976 shares.
Common stock outstanding	53,259,981 shares.
Use of proceeds	We will not receive any of the proceeds from the resale of our common stock by the Selling Stockholders, but we have agreed to pay certain registration expenses. See "Use of Proceeds" and "Principal and Selling Stockholders."
Symbol for common stock	We intend to list our common stock on Nasdaq under the symbol "TLN."
Determination of offering price	The Selling Stockholders may resell all or any part of the shares of our common stock offered hereby from time to time at fixed prices, prevailing market prices at the times of sale, prices related to such prevailing market prices, varying prices determined at the times of sale or negotiated prices.
Dividend Policy	The holders of shares of common stock are entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Company) when, as and if declared thereon by our board of directors ("Board of Directors") from time to time out of any assets or funds of the Company legally available for the payment of dividends and shall share equally on a per share basis in such dividends and distributions. Any future determination regarding the declaration and payment of dividends, if any, will be at the discretion of our Board of Directors and will depend on then-existing conditions, including our financial condition, results of operations, contractual restrictions, capital requirements, business prospects and other factors our Board of Directors may deem relevant. In addition, our ability to pay dividends may be restricted by any agreements we may enter into in the future.
Risk Factors	Before making a decision to invest in our common stock, you should carefully consider the information referred to under the heading "Risk Factors" beginning on page 19.

The information above excludes 7,083,461 shares of common stock reserved for issuance under our 2023 Equity Plan.

SUMMARY HISTORICAL AND UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

The following tables set forth summary historical and unaudited pro forma condensed consolidated financial information for the Successor for periods subsequent to Emergence and the Predecessor and its consolidated subsidiaries for periods prior to Emergence. The financial statements of the Successor are not entirely comparable to the financial statements of the Predecessor as those periods prior to Emergence do not give effect to any adjustments to the carrying values of assets or amounts of liabilities that resulted from the Plan of Reorganization and the related application of fresh-start reporting, which includes accounting policies implemented by the Successor that may differ from the Predecessor. The summary historical consolidated financial information as of March 31, 2024 and for the three months ended March 31, 2024 and 2023, respectively, is derived from the unaudited condensed consolidated financial statements of the Successor and Predecessor, which are included elsewhere in this prospectus. The summary historical consolidated financial information (i) as of December 31, 2023 and for the period from May 18, 2023 through December 31, 2023 and (ii) as of and for the years ended December 31, 2022 and 2021 and for the period from January 1, 2023 through May 17, 2023 is derived from the audited consolidated financial statements of the Successor and Predecessor, respectively, each as included elsewhere in this prospectus.

The pro forma information reflects the consolidated financial information of the Predecessor for the period from January 1, 2023 through May 17, 2023 and the Successor for the period from May 18, 2023 through December 31, 2023. The pro forma adjustments give effect to (i) various transactions effected pursuant to the Plan of Reorganization and (ii) the application of fresh-start accounting. The unaudited pro forma condensed consolidated statement of operations for the year ended December 31, 2023 gives effect to the pro forma adjustments as if each adjustment had occurred on January 1, 2023, the first day of the last fiscal year presented. The summary unaudited pro forma condensed consolidated financial information is provided for illustrative purposes only and does not purport to represent what our actual consolidated results of operations would have been had the adjustments occurred on the dates assumed, nor is it necessarily indicative of future consolidated results of operations.

These tables should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Unaudited Pro Forma Condensed Consolidated Financial Information," and the Interim Financial Statements and Annual Financial Statements, and, in each case, the related notes included elsewhere in this prospectus. In addition, as you review the consolidated Predecessor financial statements set forth herein you should be aware that such Predecessor financial statements may not be entirely comparable to our future financial statements because such Predecessor financial statements do not take into account the effects of the Plan of Reorganization and Emergence or any required adjustments for fresh-start reporting, in each case, which were taken into account in the Interim Financial Statements and the Annual Financial Statements and will be taken into account in our future financial statements.

	Successor	Predecessor	Successor	Predecessor			Pro Forma
	Three Months Ended March 31, 2024	Three Months Ended March 31, 2023	Period From May 18, Through December 31, 2023	Period From January 1, Through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021	Year Ended December 31, 2023
(in millions, except per share amounts)							
Operating revenues	$ 509	$ 1,073	$ 1,344	$ 1,210	$ 3,089	$ 928	$ 2,554
Impairments	—	(365)	(3)	(381)	—	—	$ (384)
Operating income (loss)	25	116	160	(76)	241	(1,100)	$ 117
Net income (loss)	319	46	143	465	(1,293)	(977)	$ 85
Weighted average shares of common stock outstanding — basic	58,807	N/A	59,029	N/A	N/A	N/A	59,029

	Successor	Predecessor	Successor	Predecessor			Pro Forma
	Three Months Ended March 31, 2024	Three Months Ended March 31, 2023	Period From May 18, Through December 31, 2023	Period From January 1, Through May 17, 2023	Year Ended December 31, 2022	2021	Year Ended December 31, 2023
Weighted average shares of common stock outstanding — diluted	60,716	N/A	59,399	N/A	N/A	N/A	59,399
Net income (loss) per weighted average share of common stock outstanding — basic	5.00	N/A	2.27	N/A	N/A	N/A	$ 1.52
Net income (loss) per weighted average share of common stock outstanding — diluted	4.84	N/A	2.26	N/A	N/A	N/A	$ 1.52

	Successor		Predecessor
	As of March 31, 2024	As of December 31, 2023	As of December 31, 2022
(in millions)			
Total assets	$ 7,265	$ 7,121	$ 10,722
Long term debt (including current portion)	2,628	2,820	3,504
Total liabilities	4,499	4,587	11,204
Total equity	2,766	2,534	(482)

Non-GAAP Financial Measures

We include in this prospectus Adjusted EBITDA, which we use as a measure of our performance, and which is not a financial measure prepared under GAAP. Non-GAAP financial measures, such as Adjusted EBITDA, do not have definitions under GAAP and may be defined and calculated differently by, and not be comparable to, similarly titled measures used by other companies or used in our credit facilities, the indentures governing our notes or any of our other debt agreements. Non-GAAP measures are not intended to replace the most comparable GAAP measures as indicators of performance. Generally, non-GAAP financial measures are numerical measures of financial performance, financial position or cash flows that exclude (or include) amounts that are included in (or excluded from) the most directly comparable measure calculated and presented in accordance with GAAP. Management cautions investors not to place undue reliance on such non-GAAP financial measures, but to also consider them along with their most directly comparable GAAP financial measures. Non-GAAP measures have limitations as an analytical tool and should not be considered in isolation or as a substitute for analyzing our results as reported under GAAP.

Adjusted EBITDA

We use Adjusted EBITDA to: (i) assist in comparing operating performance and readily view operating trends on a consistent basis from period to period without certain items that may distort financial results; (ii) plan and forecast overall expectations and evaluate actual results against such expectations; (iii) communicate with our Board of Directors, shareholders, creditors, analysts, and the broader financial community concerning our financial performance; (iv) set performance metrics for our annual short-term incentive compensation; and (v) assess compliance with our indebtedness.

Adjusted EBITDA is computed as net income (loss) adjusted, among other things, for certain: (i) nonrecurring charges; (ii) non-recurring gains; (iii) non-cash and other items; (iv) unusual market events; (v) any depreciation, amortization, or accretion; (vi) mark-to-market gains or losses; (vii) gains and losses on the NDT; (viii) gains and losses on asset sales, dispositions, and asset retirement; (ix) impairments, obsolescence, and net realizable value charges; (x) interest expense; (xi) income taxes; (xii) legal settlements, liquidated damages, and contractual terminations; (xiii) development expenses; (xiv) Cumulus Digital (until December 31, 2023) and noncontrolling interests; and (xv) other adjustments. Such adjustments are computed consistently with the provisions of our indebtedness to the extent that they can be derived from the financial records of the business. Pursuant to TES's debt agreements, Cumulus Digital contributes to Adjusted EBITDA beginning in the first quarter of 2024, following termination of the Cumulus Digital TLF and associated cash flow sweep.

Additionally, we believe investors commonly adjust net income (loss) information to eliminate the effect of nonrecurring restructuring expenses and other non-cash charges, which vary widely from company to company and from period to period and impair comparability. We believe Adjusted EBITDA is useful to investors and other users of the financial statements to evaluate our operating performance because it provides an additional tool to compare business performance across companies and across periods. Adjusted EBITDA is widely used by investors to measure a company's operating performance without regard to such items described above. These adjustments can vary substantially from company to company depending upon accounting policies, book value of assets, capital structure and the method by which assets were acquired.

The following table presents a reconciliation of the GAAP financial measure of "Net Income (Loss)" presented on the Consolidated Statements of Operations to the non-GAAP financial measure of Adjusted EBITDA:

	Successor	Predecessor	Successor	Predecessor		
(in millions)	Three Months Ended March 31, 2024	Three Months Ended March 31, 2023	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Net Income (Loss)	**$ 319**	**$ 46**	**$ 143**	**$ 465**	**$ (1,293)**	**$ (977)**
Adjustments						
Interest expense and other finance charges	50	104	181	163	365	336
Income tax (benefit) expense	69	14	51	212	(35)	(300)
Depreciation, amortization and accretion	75	132	165	200	520	524
Nuclear fuel amortization	35	24	108	33	94	96
Hedge termination losses, net [(a)]	—	—	—	—	158	—
Reorganization (gain) loss, net [(b)]	—	39	—	(799)	812	—
Unrealized (gain) loss on commodity derivative contracts	134	(31)	(52)	63	(625)	712
Nuclear decommissioning trust funds (gain) loss, net	(75)	(46)	(108)	(57)	184	(196)
Stock-based and other long-term incentive compensation expense	8	—	21	—	—	—
Long-term incentive compensation expense	10	—	—	—	—	—
Environmental and ARO revisions on fully depreciated property, plant and equipment [(c)]	—	—	5	—	18	(7)
(Gain) loss on non-core asset sales, net[(d)]	(324)	(35)	(7)	(50)	(3)	(3)
Non-cash impairments [(e)]	—	365	3	381	—	—
Legal settlements and litigation costs [(f)]	(2)	—	(84)	1	20	8

Unusual market events [g]	(1)	13	(19)	14	33	78
Net periodic defined benefit cost [h]	—	(2)	2	(3)	12	36
Operational and other restructuring activities [i]	2	8	48	17	522	13
Liability management costs and other professional fees	—	—	—	—	46	29
Development expenses	—	7	7	10	17	8
Non-cash inventory net realizable value, obsolescence, and other charges [j]	1	24	4	56	(4)	24
Consolidation of subsidiary (gain) loss, net	—	—	—	—	170	—
Cumulus Digital activities and noncontrolling interest [k]	(11)	(3)	(42)	(14)	3	—
Other	(1)	1	—	3	1	6
Total Adjusted EBITDA	$ 289	$ 660	$ 426	$ 695	$ 1,015	$ 387

(a) Nonrecurring terminated commercial contracts. See Note 5 in Notes to the Annual Financial Statements for additional information.
(b) See Note 2 in Notes to the Interim Financial Statements and Note 3 in Notes to the Annual Financial Statements for additional information.
(c) See Note 11 in Notes to the Annual Financial Statements for additional information.
(d) See Note 17 in Notes to the Interim Financial Statements and Note 22 in Notes to the Annual Financial Statements for additional information.
(e) See Note 8 in Notes to the Interim Financial Statements and Note 10 in Notes to the Annual Financial Statements for additional information.
(f) See Note 10 in Notes to the Interim Financial Statements and Note 12 in Notes to the Annual Financial Statements for additional information.
(g) Represents the effect of market losses and settlements for Winter Storm Elliott that occurred in 2022 and Winter Storm Uri that occurred in 2021.
(h) Consists of postretirement benefits service cost and postretirement benefits gain (loss).
(i) 2022 primarily includes non-cash charges for estimates of damages for contracts terminated in connection with the Restructuring. See Note 3 in Notes to the Annual Financial Statements for additional information.
(j) See Note 6 in Notes to the Interim Financial Statements and Note 8 in Notes to the Annual Financial Statements for additional information.
(k) Noncontrolling interest only beginning in the first quarter of 2024.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should consider and read carefully all of the risks and uncertainties described below, as well as other information included in this prospectus, including our consolidated financial statements and related notes appearing elsewhere in this prospectus and in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations," before making an investment decision. The risks described below are not the only ones we face. The occurrence of any of the following risks or additional risks and uncertainties not presently known to us or that we currently believe to be immaterial could materially and adversely affect our business, financial condition or results of operations. In such case, the trading price of our common stock could decline, and you may lose some or all of your original investment. "Talen," "we," "us" and "our," unless the context requires otherwise, refer collectively to TEC, TES and TEC's other subsidiaries.

Industry and Market Risks

Changes in the market price of electricity, natural gas and other commodities may materially adversely impact our financial condition, results of operations, liquidity and cash flows.

Market prices for electricity, capacity, ancillary services, natural gas, uranium, coal and oil are unpredictable and fluctuate substantially over relatively short periods. Market prices for electricity are particularly volatile due to electricity's inability to be stored in large quantities, so it must be used as it is produced. This results in electricity prices being subject to significant fluctuations based on supply and demand imbalances in the day-ahead and real-time markets. As a result of the use of natural gas in facilities that often serve as the marginal, price-setting generating units, there is also a strong positive correlation between the price of natural gas and the wholesale market price of electricity, in each case in the competitive electric markets in which we operate. In recent years, the market price of natural gas has experienced significant volatility, while prices for other fuels have also varied. Our energy margins are significantly influenced by the relationship between the price of electricity, the price of natural gas and, to a lesser extent, the price of other fuels like coal and uranium. A decline in the price of natural gas, including any negative impact on energy prices resulting therefrom, could materially adversely impact our energy margins, liquidity and results of operations.

Our business is subject to physical, market and economic risks relating to weather conditions, including the effects of climate change and extreme weather events, which may adversely affect our financial condition and results of operations.

Our operations are significantly impacted by weather conditions, which directly influence the demand for electricity and affect the price of energy. As of March 31, 2024 after giving effect to the ERCOT Sale, approximately 97% of our capacity was located in PJM. A warmer winter in the Mid-Atlantic may suppress regional natural gas prices and reduce our energy margins, particularly in PJM. Alternatively, warmer summer temperatures tend to increase cooling electricity demand, energy prices and margins, and cooler winter temperatures tend to increase winter heating electricity demand, energy prices and margins. Furthermore, our operating expenses typically fluctuate geographically on a seasonal basis, with peak power generation expenses during the winter in the Mid-Atlantic and, prior to the ERCOT Sale, during the summer in Texas. Moderate temperatures reduce the usage of electricity and adversely affect resulting energy margins to the extent that weather is cooler in the summer or warmer in the winter than forecasted. Moreover, extreme weather events, such as Winter Storm Uri and Winter Storm Elliot, can also materially impact power prices or otherwise exacerbate conditions or circumstances that result in volatility of power prices. Weather conditions, which cannot be accurately predicted, may have an adverse effect on our business, results of operations and financial condition, including by requiring us to sell excess electricity on the spot market at a time when market prices are weak.

In addition, the potential physical effects of climate change, such as increased frequency and severity of storms, floods and other climatic events, could disrupt our operations and cause us to incur significant costs in preparing for or responding to these effects. These or other meteorological changes could lead to increased operating costs, capital expenses or power purchase costs. Climate change could also affect the availability of a secure and economical supply of water in some locations, which is essential for the continued operation of our generation facilities.

Declines in wholesale electricity prices or decreases in demand for electricity due to macroeconomic factors, such as the ongoing slowdown in the U.S. economy, significant advances in technology or changes in energy consumption, may significantly impact our margins and results of operations.

Adverse economic conditions may reduce the demand for electricity in the key wholesale power markets we serve. In addition, improvements in energy efficiency, conservation efforts and other shifts in energy consumption have slowed, and may continue to slow, electricity consumption growth, particularly in PJM, and may eventually reduce consumption of electricity, which would likely affect our business over the long term. The combination of lower demand for electric power, an increasing supply of natural gas and penetration of renewables in the markets in which we operate has, and may continue to, put downward price pressure on wholesale power market prices in general, further impacting our results of operations. Economic and commodity market conditions will continue to impact our margins on unhedged future energy production, liquidity, earnings growth and overall financial condition.

Our industry is subject to significant advances in technology, including the introduction of new products, technologies and methods of electric power generation. Changes in technology or increased electricity conservation efforts may reduce the value of our generation facilities and may otherwise have a material adverse effect on us. Technological advances have improved, and are likely to continue to improve, existing and alternative methods to produce, dispatch and store power, which could have the further effect of increasing the overall electricity supply. In addition, technological advances in demand-side management and increased conservation efforts have decreased, and are expected to continue decreasing, electricity demand. As a result of these technological advances and changes in consumption patterns, the dispatch, Capacity Factors and value of our generation facilities could decline, which could have a material adverse effect on our financial condition, operating cash flows and results of operations.

We face intense competition in the competitive power generation market, which may adversely affect our ability to operate profitably and generate positive cash flow.

We sell our available electricity and ancillary services and products into competitive wholesale markets through the day-ahead and real-time spot market, and under contracts of varying duration. Our competitors include regulated utilities, industrial companies, other non-utility generators, competitive subsidiaries of regulated utilities, financial institutions and other energy marketers. Additionally, we may face competitors that have access to greater resources, newer generation facilities, lower costs or more experience, which could adversely affect our ability to compete in our markets.

Competition in the wholesale power markets occurs principally on the basis of the price of products and, to a lesser extent, reliability and availability. Competition is affected by electricity and fuel prices, relative cost of production of electricity products, new market entrants and barriers thereto, construction by others of generation or storage assets and transmission capacity, technological advances in power generation, the actions of environmental and other regulatory authorities, establishment of legislation which favors one form of generation over another, such as investment tax credits or production tax credits and other factors. For example, substantial quantities of new generation capacity, including new combined cycle gas and renewable power generation, have been proposed and are under construction in PJM. Commencement of commercial operation of such facilities will increase the supply of electricity, and thus competition, in the wholesale power markets in these regions.

Our wholesale business is also dependent on our ability to operate successfully in a competitive environment and, unlike regulated utilities, we are not assured of any rate of return on capital investments through a regulated rate structure. These competitive factors may negatively affect our ability to sell electricity and related products and services, as well as the prices that we receive for these products and services.

Furthermore, federal and certain state entities in jurisdictions in which we operate have either enacted or are considering regulations or legislation to subsidize otherwise uneconomic plants and attempting to incentivize, including through certain tax benefits, the construction and development of additional renewable or carbon-free resources, as well as increases in energy efficiency investments. For example, the Inflation Reduction Act contains a number of tax credits and incentives relating to new renewable projects and clean energy technologies. These

incentives could result in increased competition for us, which could have a material adverse effect on our financial condition, results of operations and cash flows.

Our generation business is subject to extensive regulation, including requirements that we obtain and comply with government permits and approvals, which may increase our costs, reduce our revenues or prevent or delay operation of our facilities.

We are required to obtain, and to comply with, numerous permits, approvals, licenses and certificates from governmental agencies. Obtaining and renewing permits can be lengthy and complex and can sometimes result in the establishment of permit conditions that make the project or activity for which the permit was sought unprofitable or otherwise unattractive. Moreover, renewal of existing permits could be denied or jeopardized by various factors, including failure to provide adequate financial assurance for closure, local community, political or other opposition or executive, legislative or regulatory action. The cost of, or the inability to obtain or comply with the conditions of permits or approvals, may result in the delay or temporary suspension of our operations and electricity sales or the curtailment of our power delivery and may subject us to penalties and other sanctions.

Our generation subsidiaries sell electricity into the wholesale markets. Our generation subsidiaries and our marketing subsidiary are subject to rate, financial and organizational regulation by FERC. FERC has authorized us to sell energy, capacity and ancillary services at market-based prices and has granted us various waivers and blanket approvals customarily granted to market-based rate sellers, including a blanket authorization to issue securities and to assume liabilities. FERC retains the authority to modify or withdraw our market-based rate authority and to impose cost-based rates if it determines that the market is not competitive, that we possess market power in one or more markets, that we are not charging just and reasonable rates or that we have violated FERC's market behavior rules or engaged in market manipulation. Any reduction by FERC in the rates that we may receive, any revocation of the waivers and blanket authorizations we have received from FERC, or any new or unfavorable changes to the regulation of our business by federal or state regulators could materially adversely affect our results of operations. In addition, if we were found to have violated FERC's market behavior rules or other FERC requirements, FERC could impose civil penalties or order us to disgorge profits associated with the violation. Pursuant to the Capacity Performance construct, we are subject to economic penalties for generation non-performance up to our capacity commitments during certain PJM emergency events, which penalties could be material. See "—Regulatory, Legislative and Legal Risks—Extreme weather events have resulted, and in the future may result, in efforts by both federal and state government and regulatory entities to investigate and determine the causes of such events and may result in changes in applicable laws and regulations, mandatory reliability requirements and market rules, including to reform PJM."

Our generation assets are also subject to the reliability standards promulgated by the FERC-designated Electric Reliability Organization (currently NERC) and approved by FERC. If we fail to comply with the mandatory reliability standards, we could be subject to sanctions, including substantial monetary penalties and increased compliance obligations.

Events outside of our control, including armed conflicts, war, terrorist attacks or threats, pandemics, cyber-based attacks and other significant events could have a material adverse effect on our business.

Instability and unrest, as well as threats of war, other armed conflict and economic sanctions may lead to acts of war or terrorism or other economic disruption and high levels volatility in prices for oil and natural gas and the supply of nuclear fuel, which may significantly affect our business and results of operations.

In addition, we could be significantly affected by an epidemic, outbreak of an infectious disease or other public health events that are outside of our control. Depending on the severity of such an event and the resulting impacts to workforce and other resource availability, the ability to operate our generation facilities could be affected, resulting in decreased service levels and increased costs. Additionally, as our power generation facilities are geographically concentrated in certain areas of the United States, we face increased risk that a natural or man-made disaster in one of our geographical areas could adversely affect a significant percentage of our operations.

The operation of our business is also subject to cyber-based security and integrity risk, which could result in an adverse impact to our reputation or our results of operations. The operation of our generation facilities and of our

wholesale power sales rely on cyber-based technologies and, therefore, subject to the risk that such systems could be the target of disruptive actions, particularly through cyber-attack or cyber intrusion, including by computer hackers, foreign governments and cyber terrorists, or otherwise be compromised by unintentional events. As a result, operations could be interrupted, property could be damaged and sensitive customer information could be lost or stolen, causing us to incur significant losses of revenues, other substantial liabilities and damages, costs to replace or repair damaged equipment and damage to our reputation. In addition, we may experience increased capital and operating costs to implement increased security for its cyber systems and physical security at our generation facilities.

Commercial and Operational Risks

Operation of power generation facilities involves significant risks and hazards customary to the power industry that could have a material adverse effect on financial condition and results of operations, and we may not have adequate insurance to cover the risks and hazards.

Power generation involves hazardous activities, including transporting, storing and handling fuel, operating large pieces of electrical and other equipment and connecting to high voltage transmission and distribution systems. As a result, our employees, contractors, customers and the general public may be exposed to risks inherent in the nature of our operations, including hazards such as nuclear accidents, accidents involving high voltage electrical equipment, environmental hazards, fires or explosions, structural failures, machinery failures and other dangerous incidents. These and other hazards can cause significant personal injury or loss of life, severe property damage or destruction and any such event may expose us to liability for substantial damages, fine or penalties. Although we currently maintain customary insurance coverage for certain of these risks, we cannot provide any assurance that our insurance will be sufficient or effective under all circumstances and against all hazards or liabilities to which we may be subject, or that insurance coverage will continue to be available at economic rates. See “Business—Insurance.” Any losses not covered by insurance could have a material adverse effect on our business, financial condition and results of operations.

We may experience unplanned interruptions or periods of reduced output, which could have a material adverse effect on our results of operations, cash flows and financial condition.

Operation of our generation facilities and other assets subjects us to a variety of risks, including from accidents, equipment failures, electrical delivery or transportation problems, fuel supply disruptions, environmental incidents, security and information technology breaches, labor disputes, obsolescence and below-expected performance. Any unexpected failure, including failure associated with breakdowns or forced outages, as well as any unanticipated capital expenditures, could result in reduced profitability. Although we maintain customary insurance coverage for certain of these risks, no assurance can be given that such insurance coverage will be sufficient to compensate us fully in the event losses occur. Our facilities require periodic maintenance and repair, and frequent or prolonged planned or unplanned outages could further affect our results of operations, including by requiring us to purchase power at then-current market prices to satisfy our commitments. Furthermore, we cannot be certain of the level of capital expenditures that will be required due to needed facility maintenance and repairs, competitive developments, changing environmental and safety laws and unexpected events, and any such expenditures could be significant.

Because our generation facilities are part of interconnected regional grids, we face the risk of congestion and other interruptions that could impact our operations.

Our operations depend on transmission and distribution facilities owned and operated by RTOs, ISOs and other unaffiliated parties to deliver the electricity that we produce to our counterparties. If the transmission service from these facilities is unavailable or disrupted, or if the transmission capacity infrastructure is inadequate, our ability to sell and deliver wholesale power may be materially adversely affected. Electric power blackouts are possible and have occurred, which could disrupt electrical service for extended periods of time. If a blackout were to occur, the impact could result in interruptions to our operations, increased costs to replace existing contractual obligations, the possibility of regulatory investigations and potential operational risks to our facilities. Transmission constraints and outages, including line maintenance outages, can cause transmission congestion that negatively impacts energy

prices at our facilities, which could affect the realized margins of our generation fleet. The rates for transmission capacity from our facilities are set by others and thus are subject to changes, some of which could be significant.

Our ownership and operation of Susquehanna, which contributes a majority of our earnings associated with electric generation, subjects us to substantial risks associated with nuclear generation.

Susquehanna accounted for a majority of our generation and associated earnings in 2023, and we expect that it will continue to contribute a majority of our generation and associated earnings in the future. Accordingly, an adverse development in Susquehanna's operations, such as an unplanned outage or catastrophic event, could have a significant impact on our results of operations and liquidity. The risks and uncertainties of our nuclear generation include, among other things:

- impairment of reactor operation and safety systems, unscheduled outages or unexpected costs due to equipment, mechanical, structural or other problems, inadequacy or lapses in maintenance protocols, human error or force majeure;
- costs and liabilities relating to, the procurement, safeguarding, storage, handling, treatment, transport, release, use and disposal of nuclear fuel and other radioactive materials, including the costs of storing and maintaining spent nuclear fuel ("SNF") at our on-site dry cask storage facility;
- potential impacts of natural disasters, terrorist attacks, cyber security threats or other unforeseen events, and the costs of preventing, preparing for, and responding to any such events;
- limitations on the amounts and types of insurance coverage commercially available;
- the technological and financial aspects of modifying or decommissioning nuclear facilities at the end of their useful lives;
- extensive regulation associated with ownership and operation of nuclear facilities; and
- uncertainties surrounding public perception of nuclear generation, as well as the potential for a serious incident at Susquehanna or another nuclear facility, which could adversely affect the demand for nuclear power and could lead to increased regulation of the nuclear power industry.

The frequency and duration of outages affect Susquehanna's availability. Although we have met or exceeded our availability targets and have timely completed our planned refueling outages for several years, if future refueling outages last longer than anticipated or Susquehanna experiences unplanned outages for any reason, our results of operations and liquidity could be adversely affected. In addition, if Susquehanna were to experience a significant disruption to its operations, it is possible that our ability to meet our capacity commitments and obligations under long-term power supply contracts, including under the Cumulus Data Campus PPA, could be negatively impacted.

In addition, the costs associated with the nuclear fuel cycle are substantial and the suppliers for certain components and other materials required to produce nuclear fuel are limited. Any disruption to the availability of these components and other materials, whether temporary or long-term, could cause unplanned outages and have a significant impact on the cost of nuclear fuel or otherwise impact our ability to profitably operate Susquehanna.

There remains substantial uncertainty regarding the nuclear industry's permanent disposal of SNF, which could result in substantial additional costs to us that cannot be predicted. Federal law requires the U.S. Government to provide for the permanent disposal of commercial SNF. Prior to May 2014, nuclear operators were required to contribute to a fund to pay for the transportation and disposal of SNF. In May 2014, this fee was reduced to zero. We cannot predict if or when the U.S. Government will increase this fee in the future, which could result in significant additional costs to us. Susquehanna is currently party to an agreement with the U.S. Government that requires the U.S. Government to reimburse certain costs to temporarily store SNF at the Susquehanna facility through the end of 2025. However, we cannot be certain that this arrangement will be extended beyond 2025.

Although the safety record of nuclear reactors generally has been very good, accidents and other unforeseen problems have occurred both in the United States and abroad. The consequences of a major incident could be severe,

including loss of life and property damage and could materially adversely affect our results of operations and liquidity.

Our operations may impact the environment or cause exposure to hazardous substances, and our properties may have environmental contamination, which could result in material liabilities to us.

Certain of our operations pose risks of environmental liability due to leakage, migration, emission, releases or spills of hazardous substances to the air, surface or subsurface soils, surface water or groundwater. Certain environmental laws impose strict as well as joint and several liability for costs required to remediate and restore sites. In addition, claims for damages to persons or property, including natural resources, may result from the environmental, health and safety impacts of our operations. We could be held responsible for all liabilities associated with the environmental condition of our generation facilities, including remediation or removal of any soil or groundwater contamination that may be present, regardless of whether we were responsible for the creation of the environmental condition or it arose from the activities of predecessors or third parties and even if our operations met previous standards in the industry at the time they were conducted.

Our activities related to hedging and asset management may result in economic losses and/or limited liquidity.

We actively manage the market risk inherent in our generation and energy marketing activities, as well as monitor compliance with our risk management processes. Nonetheless, such programs may not manage or eliminate all risks or work as expected in all potential market outcomes. For example, actual electricity and fuel prices may be significantly different or more volatile than the historical trends and assumptions upon which we based our risk management calculations. Unforeseen market disruptions could decrease market depth and liquidity, negatively impacting our ability to enter into new transactions. We enter into financial contracts to hedge commodity “basis risk” and as a result are exposed to the risk that the correlation between delivery points could change with actual physical delivery. As a result, we cannot always predict the impact that our risk management decisions may have on us if actual events result in greater losses or costs than our risk models predict or greater volatility in our earnings and financial position. Any failure of our risk management activities to adequately manage the market risk inherent in our operations could adversely affect our business, financial condition and results of operations.

In addition, we are also exposed to market risks associated with selling and marketing products in the wholesale power markets, including, among other risks, volatility arising from location and timing differences that may be associated with buying and transporting fuel and other electricity-related commodities, converting fuel into power and satisfying our contractual electricity sales obligations. We may from time to time undertake these activities to hedge those risks through hedging agreements with various counterparties, many of which require us to provide guarantees, offset or netting arrangements, LCs, a first lien on assets and/or cash collateral to protect the counterparties against the risk of our default or insolvency.

Significant movements in market prices can cause us to be required to provide cash collateral and letters of credit in very large amounts. The effectiveness of our strategy may be dependent on the amount of collateral available to enter into or maintain these contracts, and liquidity requirements may be greater than we anticipate or will be able to meet. Without a sufficient amount of working capital to post as collateral, we may not be able to manage price volatility effectively or to implement our hedging strategy. An increase in the amount of LCs or cash collateral required to be provided to our counterparties may have a material adverse effect on us. As we are required to collateralize hedges that settle in future delivery periods, but do not receive settlements for electric generation until delivery, such collateral requirements could result in lower available cash and liquidity, which could adversely affect our business, financial condition and results of operations.

We believe that we will have sufficient liquidity to fulfill our collateral obligations under these agreements. However, our obligation to post collateral could exceed the amount of our available liquidity, particularly if power prices increase significantly, and our ability to obtain additional liquidity could be limited by our debt or other agreements, willingness of lenders to lend us additional capital, financial markets or other factors.

Despite reduced exchange trading, we may still have significant obligations that require cash collateral or the posting of LCs, which are at risk of being drawn down in the event we default on our obligations. In the normal course of business, we enter into agreements that provide financial performance assurance to third parties on behalf

of certain subsidiaries for certain obligations, which may include guarantees, stand-by LCs issued by financial institutions, surety bonds issued by insurance companies and indemnifications. Surety bond providers generally have the right to request additional collateral or request that such bonds be replaced by alternate surety providers, in each case upon the occurrence of certain events. TES has surety bonds posted to the MDEQ on behalf of Talen Montana's proportional share of remediation and closure activities and has, in the past, issued LCs for support of its development and construction activities. If our LCs were drawn down, this may have a material adverse effect on our cash and liquidity, business, financial condition and results of operations.

Our commercial risk management activities may increase the volatility in our quarterly and annual financial results.

We employ a variety of commercial, physical and financial instruments to hedge commodity price volatility, provide stable cash flow generation and preserve forward margin. Certain of these transactions are recognized on the balance sheet at fair value with changes in their fair values resulting from fluctuations in the underlying commodity prices recognized in earnings. However, not all commercial risk management transactions meet the accounting standard for such accounting treatment and, accordingly, there may be timing differences between when these instruments are recognized in earnings. Additionally, even where the changes in fair values of these instruments are immediately recognized in earnings, those changes may not entirely offset the changes in fair values of the instruments that are subject to the hedges. Further, when commercial contract expires or is terminated, we may not secure replacement on acceptable terms or timing, if at all. It is possible that subsequent commercial contracts may not be available at prices that permit the operation of our generation fleet on a profitable basis. As a result, during periods of extreme price volatility or significant changes in market prices, our quarterly and annual results are subject to significant fluctuations due to changes in fair values of commodity derivative instruments caused by changes in market prices.

We are exposed to credit risk and potential concentrations of credit risk resulting from ISOs, other customers and other market counterparties, financial institutions and other parties.

We are subject to the risk of loss resulting from nonpayment by our contractual counterparties in the ordinary course of our business, including ISOs, other customers and other market counterparties and other parties to whom we supply certain products or services. As part of our risk management procedures, we have established credit procedures to evaluate counterparty credit risk, but these procedures and policies may not be adequate to fully identify or effectively manage customer and counterparty credit risk. Further, we cannot predict to what extent our business would be impacted by deteriorating conditions in the economy, including declines in our purchasers' and hedging counterparties' creditworthiness. Unanticipated deterioration in the creditworthiness of existing or future customers and hedging counterparties, and any resulting increase in nonpayment or nonperformance by them could cause us to reserve for or write-off uncollectible accounts.

Additionally, we are exposed to concentrations of credit risk from suppliers and customers among electric utilities, financial institutions, marketing and trading companies and the U.S. Government. These concentrations may impact our overall exposure to credit risk, positively or negatively, as counterparties may be similarly affected by changes in economic, regulatory or other conditions. See Note 3 in Notes to the Interim Financial Statements and Note 5 in Notes to the Annual Financial Statements for more information.

Uncertainties in the supply of fuel and other necessary products could adversely impact us.

We purchase fuel and other consumables during the production of electricity (such as coal, natural gas, uranium, oil, water, lime, limestone and other chemicals and sorbents) from a number of suppliers. Delivery of these fuels and other consumables to our facilities is dependent upon the continuing financial viability of our contractual counterparties, as well as the transportation infrastructure available to serve each generation facility. If our suppliers or other contractual counterparties fail to perform, we may be forced to not operate, curtail the production of electricity or enter into alternative arrangements. If we have agreements in place to deliver firm electricity and capacity and fail to do so, we could be required to procure electricity from third parties to meet our contractual or capacity obligations or to otherwise pay market-based damages. Depending on price volatility in the wholesale power markets, such damages could be significant.

We sell forward a portion of our forecasted power generation in order to lock in future power prices that we deem to be favorable at the time we enter into the forward power sales contracts. In order to hedge our cost of production relating to those obligations, we may enter into forward contracts for the purchase and delivery of fuel. Many of the forward power sales contracts do not allow us to pass through changes in fuel costs or discharge the power sale obligations in the case of a disruption in fuel supply due to force majeure events or the default of a fuel supplier or transporter. Disruptions in our fuel supplies may require us to find alternative fuel sources at higher costs, find other sources of power to deliver to counterparties at a higher cost or pay damages to counterparties for failure to deliver power as contracted. Any such event could have a material adverse effect on our results of operations, liquidity or financial condition. Where we have assumed a forward capacity obligation in the PJM capacity market, we may also be exposed to substantial penalties if we fail to generate electricity as ordered during certain emergency periods. Extreme weather conditions, unplanned generation facility outages, environmental compliance costs, transmission disruptions and other factors could affect our ability to meet our obligations or cause significant increases in the market price of replacement capacity and electricity.

We also buy some of our fuel and other consumables on a short-term or spot market basis. Prices for all of our fuels and other products fluctuate, sometimes rising or falling significantly over a relatively short period of time. The price we can obtain for the sale of electricity may not rise at the same rate, or may not rise at all, to match a rise in fuel and other products or their delivery costs. This may have a material adverse effect on our financial performance.

The retirement and potential reorganization of certain assets and subsidiaries could result in significant costs and have an adverse effect on our operating results.

Since 2016, we have retired three economically nonviable coal-fired units, and we have committed to cease burning coal at Montour, Brandon Shores and Wagner by the end of 2025 and Brunner Island by the end of 2028. (However, for additional information on potential Reliability-Must-Run arrangements affecting Brandon Shores and Wagner, see Note 8 in Notes to the Interim Financial Statements.) In connection with the closure and remediation of retired generation units, we have spent, and may in the future spend, a significant amount of money, internal resources and time to complete the required closure and reclamation, which could result in significant costs and have a material adverse effect on our financial and operating performance.

The carrying value of our property, plant and equipment is subject to impairment charges.

Property, plant and equipment used in operations is assessed for impairment whenever changes in facts and circumstances indicate the carrying amount of the asset group may not be recoverable. If we were to experience events, among others, such as a prolonged economic downturn, significant changes to generation facility useful lives, a decrease in the market price of an asset, increased costs, certain negative financial trends or significant changes to the market conditions or the regulatory environment, we could experience future generation facility impairments, which may result in a material adverse effect on our financial conditions, results of operations and cash flows.

Because we own less than a majority of the ownership interests in certain of our generation facilities, we cannot exercise complete control over the related operations and are exposed to the risk associated with the collection of shared expenses from co-owners of jointly owned facilities.

We have limited control over the ownership, and in some cases, the operation of our joint-owned facilities, including the Conemaugh and Keystone generation facilities. We also own 30% of Colstrip Unit 3. We are subject to costs and output-sharing arrangements in respect of Colstrip Units 3 and 4 which are operated by Talen Montana. We seek to exert a degree of influence with respect to the management and operation of these generation facilities by either operating these facilities (i.e., Colstrip) or negotiating to obtain positions on management committees or to receive certain limited governance rights, but we may not always succeed in such negotiations.

In many instances we depend on these co-owners for elements of these arrangements that are important to the success of the joint operation, such as funding their proportional share of capital and operating costs. These co-owners may not have the level of experience, technical expertise, human resources management and other attributes necessary to operate these projects optimally. Moreover, some of these co-owners are rate regulated utilities that

have significantly different economic incentives and obligations than our business. The ability of co-owners to meet their obligations under any joint operating or other agreement is outside our control. If our current or future co-owners are unable or fail to meet their obligations under these arrangements, the performance, success and value of these arrangements may be adversely affected, and we (as a joint owner) may be forced to undertake the obligations ourselves or incur additional expenses as a result. In such cases, we may also be required to enforce our rights, which may cause disputes among our co-owners and us. If any of these events occur, they may adversely impact us, our financial performance and results of operations, these joint operations or our ability to enter into future joint operations.

If we are unable to successfully retain and attract an appropriately qualified workforce, our financial position or results of operations could be negatively affected.

Retaining key employees and attracting new employees are important to both our operational and financial performance. We cannot guarantee that any member of our leadership team or our key employees will continue to serve in any capacity for any particular period of time. An aging workforce, mismatch of skill set, expectation of future needs, uncertainty around the future of our aging assets or unavailability of short-term contract employees or contractors may lead to operating challenges and increased costs. The challenges that we might face as a result of such risks include a lack of human resources, losses to our operational knowledge base and the time and other resources required to develop new workers' skills. In particular, our operations at Susquehanna are dependent on highly specialized personnel, and any prolonged absence by these persons may adversely impact our ability to operate. If we are unable to successfully retain and attract an appropriately qualified workforce, our financial position or results of operations could be negatively affected.

Further, we are also subject to the risk of strikes or work stoppages by unionized employees. As of March 31, 2024 after giving effect to the ERCOT Sale, we had 1,892 full-time employees, approximately 44% of which were represented by labor unions. In the event that our union employees participate in a strike, work stoppage or slowdown or engage in other forms of labor disruption, we would be responsible for procuring replacement labor and could experience reduced power generation or outages. Strikes, work stoppages or the inability to negotiate future collective bargaining agreements on favorable terms could have a material adverse effect on our business, financial condition and results of operations.

Significant increases in our labor and benefit expenses, including health care and pension costs, could adversely affect our earnings and liquidity.

We expect to continue to face increased cost pressures in our operations because of increased costs of labor from heightened inflation, the need for higher-cost expertise in the workforce and other factors. Rising or persistently high inflation rates could have a material adverse effect on our business, financial condition, results of operations and liquidity. In addition, pursuant to collective bargaining agreements, we are contractually committed to provide specified levels of health care and pension benefits to certain current employees and retirees. We provide similar benefits to our non-union employees. Due to general inflation with respect to such costs, the aging demographics of our workforce, health care cost trends and other factors, we expect our health care costs, including prescription drug coverage, to continue to increase, despite measures that we have taken to reduce such costs.

As of December 31, 2023, our qualified defined benefit pension plans for our retirees and certain employees were underfunded by an estimated $333 million with a total benefit liability of an estimated $1.31 billion. We expect to continue to incur significant costs with respect to the defined benefit pension plans for our retirees and certain of our employees. The measurement of our expected future pension obligations and costs is highly dependent on a variety of assumptions, most of which relate to factors beyond our control, including investment returns, interest rates, inflation rates, salary increases, future government regulation, required or voluntary contributions made to the plans and the demographics of plan participants. If our assumptions prove to be inaccurate, our costs and cash contribution requirements to fund these benefits could increase significantly. Further, without sustained growth in the pension investments over time, and depending upon the assumptions impacting costs listed above, we could be required to fund our plans with significant amounts of cash in advance of the time we would otherwise fund such payments. Future changes in funding requirements associated with our pension plans, including as a result of poor performance or inaccurate assumptions, or an adverse decision in the litigation related to the TERP (see "Business—

Legal Matters—Pending Legal Matters—Pension Litigation") could have a material adverse effect on our financial condition, results of operations and liquidity. Under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Pension Benefit Guaranty Corporation ("PBGC") has the authority to petition a court to terminate an underfunded defined benefit pension plan under limited circumstances. In the event our pension plans are terminated by the PBGC, we could be liable to the PBGC for the entire amount of the underfunding, as calculated by the PBGC based on its own assumptions (which may result in a significantly larger liability than the assumptions used for financial reporting purposes or in determining the annual funding requirements for the plans).

Regulatory, Legislative and Legal Risks

Any change in the structure and operation of, or the various pricing limitations imposed by, the RTOs and ISOs in regions where our generation is located may adversely affect the profitability of our generation facilities.

We do not own or control the transmission facilities required to deliver the wholesale power from our generation facilities to load. In most cases, RTOs and ISOs operate transmission facilities and provide related services, administer organized power markets and maintain system reliability. Many of these RTOs and ISOs operate the real-time and day-ahead markets in which we sell electricity. The RTOs and ISOs that oversee most of the wholesale power markets impose, and may continue to impose, offer caps, price limitations and other mechanisms to guard against the potential exercise of market power in these markets. These and other regulatory mechanisms may adversely affect the profitability of our generation facilities that sell electricity and capacity into the wholesale power markets. Problems or delays that may arise in the formation and operation of maturing RTOs and similar market structures, or changes in geographic scope, rules or market operations of existing RTOs, may also affect our ability to sell, the prices we receive or the cost to transmit power produced by our generation facilities. Rules governing the various regional power markets may also change from time to time, which could affect our costs or revenues. As a result, our financial condition, results of operations, liquidity and cash flows may be materially adversely affected.

FERC has issued regulations that require wholesale electricity transmission services, even when offered by parties other than RTOs and ISOs, to be offered on an open-access, non-discriminatory basis. Although these regulations are designed to encourage competition in wholesale market transactions for electricity, there is the potential that fair and equal access to transmission systems will not be available or that transmission capacity will not be available in the amounts we require. We cannot predict the timing of industry changes as a result of these initiatives or the adequacy of transmission facilities in specific markets or whether ISOs, RTOs or other transmission providers in applicable markets will efficiently operate transmission networks and provide related services.

There is also unpredictability around capacity revenues due to lack of reliable pricing and PJM Base Residual Auctions. The PJM market is undergoing significant restructuring due to recent weather events that have exposed systemic flaws, resulting in decline or delay in a substantial portion of capacity revenues. We cannot predict what these market reforms will look like or their impact on capacity revenues in the future. Please see Note 10 in Notes to the Interim Financial Statements and Note 12 in Notes to the Annual Financial Statements for more information on the capacity market and systemic risks in PJM.

PJM has established capacity auction dates based upon FERC orders establishing rules for such capacity markets, but we cannot guarantee those auctions will take place on those dates or at all.

Our power generation business competes with other non-utility generators, regulated utilities, unregulated subsidiaries of regulated utilities, other energy service companies and financial institutions. The competitive wholesale marketplace may be undermined by changes in market structure and the actions of federal or state entities, including out-of-market payments to nuclear facilities, renewable mandates or subsidies and out-of-market payments to new generators.

In July 2021, PJM filed proposed tariff language to significantly reduce the application of the existing PJM MOPR by applying it only when the state requires an entity to act in a certain manner in the capacity market in exchange for receiving a subsidy. FERC did not act on PJM's July 2021 filing, and the PJM MOPR tariff language went into effect in September 2021. In December 2023, the U.S. Court of Appeals for the Third Circuit denied the petitions for review of the MOPR tariff language. On March 28, 2024, the Public Utilities Commission of Ohio filed

at the U.S. Supreme Court a petition for certiorari asking the Court to review the December 2023 order of the Third Circuit. The final impacts on Talen's financial condition, results of operations and liquidity are not known at this time.

In June 2023 and February 2024, FERC accepted requests by PJM to delay certain PJM Base Residual Auctions in order to propose additional changes to the PJM RPM. The delays currently schedule the PJM Base Residual Auctions for 2025/2026 in July 2024, 2026/2027 in December 2024, 2027/2028 in June 2025 and 2028/2029 in December 2025. Although PJM has established dates for the next four auctions, there is no guarantee that the auctions will take place on those dates or at all. Depending on the ultimate outcome of matters related to PJM's capacity auctions, capacity revenues in PJM could be affected, which could have a material adverse effect on our business, financial condition and results of operations.

There is uncertainty related to the future profitability of our fossil fuel-fired power generation business and the amount and timing of associated environmental liabilities.

Many political and regulatory authorities, along with certain financing sources and environmental groups, are devoting substantial resources and efforts to minimize or eliminate the use of fossil fuels as a source of electricity generation, domestically and internationally, thereby reducing the demand and pricing for electricity generated at fossil fuel-fired generation facilities and potentially materially and adversely impacting our future financial results, liquidity, ability to raise capital and growth prospects.

Concerns about the environmental impacts of fossil fuel combustion, including impacts on global climate issues, are resulting in increased regulation of coal combustion and greenhouse gas ("GHG") emissions, unfavorable lending policies toward the financing of fossil fuel-fired power generation facilities and divestment efforts affecting the investment community, which could significantly affect demand for our products or our securities. Climate issues continue to attract public, scientific and governmental attention to global climate issues and to emissions of GHGs. Changes to the legal and regulatory framework governing electricity generation resulting from such concerns could have a material adverse effect on our operations, cash flow and financial condition. For example, the new water, waste, air and climate rules recently finalized by the EPA could require us to incur costs to comply if they withstand legal challenges. These costs include asset modifications and potential emission control equipment investments, as well as reporting requirements. See "Business—Environmental Matters" for additional information on these new rules. Furthermore, any new legislation or regulatory programs could also increase the cost of consuming, and thereby reduce demand for, the power we produce.

Enactment of laws or passage of regulations regarding emissions from the combustion of coal, natural gas or oil by the United States, some of its states or other countries, or other actions to limit such emissions, could also result in electricity generators further switching from coal or natural gas to other fuel sources or additional fossil fuel-fired power generation facility closures. We operate an aging fossil fleet and many of our facilities require periodic maintenance and repair. If we significantly modify a unit such that regulated pollutants are increased beyond thresholds set by the EPA pursuant to New Source Review guidelines promulgated under the Clean Air Act, we may be required to install the best available control technology or to achieve the lowest achievable emission rates, which would likely result in substantial additional capital expenditures.

Compliance with legal and regulatory requirements related to coal-fired generation operations and CCR could have a material and adverse effect on our results of operations, cash flows and liquidity.

In accordance with the relevant legal and regulatory requirements, we perform certain activities to manage large quantities of CCR material resulting from decades of coal-fired electric generation. In particular, Talen Montana has significant decommissioning and environmental remediation liabilities primarily consisting of its proportionate share of remediation, closure and decommissioning costs for coal ash impoundments at the Colstrip Units. Where applicable, we carry the expected cost of these obligations within our ARO liabilities. Actual cash expenditures associated with these AROs are expected to materially increase over the next five years due to the expected timing and scope of anticipated remediation activities and will continue at a reduced spending level for several decades. Moreover, new regulations recently finalized by the EPA impose changed and additional requirements that could affect the expected timing, scope of work and its complexity, expected costs for labor and materials, removal and

remediation techniques. See "Business—Environmental Matters" for additional information on these new rules. Future adjustments to the Talen Montana ARO estimates, as well as adjustments to other coal ash ARO estimates, may be required due to the ongoing remediation requirements under state obligations and federal rules, which could have an adverse effect on our business, financial condition and results of operations. If the assumptions underlying these ARO estimates do not materialize as expected, actual cash expenditures and costs could be materially different than estimated. Please see Note 9 in Notes to the Interim Financial Statements and Note 11 in Notes to the Annual Financial Statements for more information on AROs and Note 10 in Notes to the Interim Financial Statements for additional information on new EPA rules that may impact AROs.

Our ownership and operation of a nuclear power facility subjects us to regulations, costs and liabilities uniquely associated with these types of facilities.

Under the Atomic Energy Act of 1954, as amended, our operation and 90% ownership of Susquehanna are subject to regulation by the NRC, including requirements pertaining to: licensing, inspection and enforcement; testing, evaluation and modification of all aspects of nuclear reactor power generation facility design and operation; environmental and safety performance; technical and financial qualifications; decommissioning funding assurance; and transfer and foreign ownership restrictions. The current facility operating licenses for our two units at Susquehanna expire in 2042 and 2044.

The NRC could permanently or temporarily shut down Susquehanna, require it to modify its operations or refuse to permit restart of the unit after unplanned or planned outages. As a result of any shutdown or forced outage, we may face additional costs to the extent we are obligated to provide power from more expensive alternative sources to cover our then-existing forward sale obligations, as well as substantial costs related to the storage and disposal of radioactive materials and SNF. In addition, Susquehanna will be obligated to continue storing SNF if the U.S. DOE continues to fail to meet its contractual obligations under the U.S. Nuclear Waste Policy Act of 1982 to accept and dispose of Susquehanna's SNF. NRC regulations also require us to demonstrate reasonable assurance that certain funds will be available to decommission each nuclear generation facility at the end of its life. There are uncertainties with respect to certain technological and financial aspects of decommissioning these facilities, and related costs may exceed the amounts available from the Susquehanna NDT funds.

New or amended NRC safety and regulatory requirements may give rise to additional operation and maintenance costs and capital expenditures. Additionally, aging equipment may require more capital expenditures to keep Susquehanna operating efficiently. Any unexpected failure, including failure associated with breakdowns or any unanticipated capital expenditures, could result in reduced profitability. Costs associated with these risks could be substantial and could have a material adverse effect on our business, financial condition or results of operations. See "—Commercial and Operational Risks—Our ownership and operation of Susquehanna, which contributes a majority of our earnings associated with electric generation, subjects us to substantial risks associated with nuclear generation."

While Susquehanna maintains property and liability insurance for losses related to nuclear operations at Susquehanna and is subject to NRC insurance requirements and the Price-Anderson Act scheme, there may be limitations on the amounts and types of insurance commercially available, or we may have insufficient coverage with respect to any such losses. Uninsured losses and other liabilities and expenses resulting from an incident at Susquehanna, to the extent not recovered from insurers or the nuclear industry, could be borne by us. Additionally, an accident or other significant event at a nuclear facility within the United States or abroad, whether owned by us or others, could result in increased regulation and reduced public support for nuclear-fueled energy. If an incident did occur at Susquehanna, any resulting operational loss, damages and injuries would likely have a material adverse effect on our results of operations, cash flows, financial condition and liquidity.

Our costs to comply with state, federal and local statutes, rules and regulations relating to environmental protection and worker health and safety could be material and could cause the continued operation of certain of our generation facilities to be uneconomic.

Our business and facilities are subject to extensive federal, state and local statutes, rules and regulations relating to environmental protection and human health and safety, which have become more stringent over time. These laws

and regulations impose numerous requirements, including requiring permits to conduct regulated activities, incurring costs to limit or prevent pollution or releases of regulated materials to the environment, imposing specific standards addressing worker protection and process safety, and imposing substantial liabilities and remedial obligations for pollution or contamination. If there is any delay in obtaining any environmental regulatory approvals necessary for our operations or capital projects, or failure to obtain, maintain or comply with any such approvals, operations at our affected facilities could be halted, reduced or subjected to additional costs. New or more stringent enforcement of existing laws or regulations could adversely affect our business, financial condition and results of operations.

As a result of various factors, including existing and recently revised rules and regulations, such as those pertaining to water, waste, air (including GHG regulations) and climate, we have spent, and expect to continue to spend, substantial amounts on measures regarding environmental control, compliance and remediation. See "Business—Environmental Matters" for additional information on new water, waste, air and climate rules recently finalized by the EPA. We anticipate that certain of these new EPA rules will be legally challenged; the outcome of our spend will depend on the success and timing of such challenges, which we cannot currently predict.

The EPA regulates GHG emissions from the power sector and certain states regulate carbon dioxide emissions from power generation facilities. The EPA recently finalized GHG standards for new and certain existing power plants. These regulations primarily affect higher-emitting units in the national power fleet, including our coal-fired generation facilities that have not set near-term retirement dates (e.g., Colstrip). More stringent limits on carbon dioxide and other GHG emissions and carbon taxes could be implemented or expanded at the state or regional levels. Recently, certain state legislatures have considered bills that could materially affect our ability to operate our coal-fueled generation facilities. Failure to comply with applicable laws, regulations and permits may result in liability for administrative, civil or criminal fines or penalties or in unforeseen costs or obligations, including requirements to install additional equipment or make substantial changes to our operations. In addition, private parties may also have the right to pursue legal actions to enforce compliance, as well as seek damages for non-compliance, with environmental laws, regulations and permits.

Our operations are subject to changes in applicable laws and regulations.

The conduct of our business is subject to various laws and regulations administered by federal, state and local governmental agencies. In addition, changes in state laws and regulations may be less predictable or could occur more rapidly, or have a more drastic effect, than changes at the federal level. Changes in laws and regulations occur frequently and sometimes dramatically, as a result of political, economic or social events or in response to significant events. For example, economic downturns, periods of high energy supply costs and other factors can lead to changes in, or the development of, legislative and regulatory policy designed to promote reductions in energy consumption, increased energy efficiency, renewable energy and self-generation by customers. Such a focus may result in a decline in electricity demand, which could in turn adversely affect our business. Any change in the legal and regulatory landscape (including the processes for obtaining or renewing permits, costs associated with providing healthcare benefits to employees, health and safety standards, accounting standards, taxation regulations and requirements and competition laws) may have a material adverse effect on our results of operations, competitive position or financial condition. See "Business—Environmental Matters" for additional information on new water, waste, air and climate rules recently finalized by the EPA.

Separately, the wholesale energy markets vary from region to region with distinct rules, practices and procedures. Changes in these market rules, problems with rule implementation and compliance or failure of any of these markets could have a material adverse effect on our business, results of operations, cash flows and financial condition. See "Business—Regulatory Matters" for additional information about ongoing market reforms.

Extreme weather events have resulted, and in the future may result, in efforts by both federal and state government and regulatory entities to investigate and determine the causes of such events and may result in changes in applicable laws and regulations, mandatory reliability requirements, and market rules, including to reform PJM.

During Winter Storm Elliott, certain of our generation facilities failed to meet the Capacity Performance requirements set forth by PJM, while our remaining generation facilities met or exceeded their capacity obligations.

As a result, we incurred certain Capacity Performance penalties charged by PJM for our under-performing facilities and earned bonus revenues from PJM for our over-performing generation facilities. Accordingly, Talen Energy Marketing recognized in 2022 and 2023 a net penalty charge, of approximately $51 million, net of expected bonus revenues. Talen Energy Marketing and its affiliates, along with other suppliers, subsequently filed complaints against PJM at FERC disputing a significant portion of the penalties assessed by PJM. In December 2023, FERC approved a market-wide settlement that resolved the disputes. As a result, Talen's estimated aggregate penalties, net of expected bonus revenues, were reduced from $51 million to $28 million, but no assurance can be provided that these amounts will not vary based on the final market settlements or any other legal and (or) regulatory actions.

In the future, we are highly likely to face additional severe weather events, which are inherently unpredictable in nature, location, scope and timing, and which may give rise to investigations or other efforts to determine the causes or consequences of such events. Any such efforts may result in further changes to applicable laws and regulations, mandatory reliability requirements and market rules, which could affect our liquidity and results of operations, all of which are unpredictable at this time.

The availability and cost of emission allowances could negatively impact our operating costs.

We are required to maintain, through either allocations or purchases, sufficient emission allowances for sulfur dioxide, nitrogen oxide and carbon dioxide to support our operations in the ordinary course of operating our power generation facilities. These allowances are used to meet the obligations imposed on us by various applicable environmental laws. Given the historical correlation between rising natural gas prices and increasing prices for wholesale electricity, we may idle our units less as natural gas prices increase, resulting in an increase in emissions. If our operational needs require more than our allocated allowances, we may be forced to purchase such allowances on the open market, which could be costly. If we are unable to maintain sufficient emission allowances to match our operational needs, we may have to curtail our operations so as not to exceed our available emission allowances or install costly new emission controls. If such allowances are available for purchase, but only at significantly higher prices, the purchase of such allowances could materially increase our costs of operations in the affected markets.

Changes in tax law (including any elimination of the Nuclear PTC), the implementation regulations of certain tax provisions or adverse decisions by tax authorities may adversely affect our business and financial condition.

The laws and rules dealing with U.S. federal, state and local income taxation are routinely being reviewed and modified by governmental bodies, officials and regulatory agencies, including the Internal Revenue Service ("IRS") and the U.S. Treasury Department. It cannot be predicted whether, when, in what form or with what effective dates, tax laws, regulations and rulings may be enacted, promulgated or issued, which could result in changes in the estimated values of recorded deferred tax assets and liabilities and future income tax assets and liabilities and an increase in our effective tax rate and tax liability. For example, the Inflation Reduction Act was signed into law in August 2022. Among the Inflation Reduction Act's provisions are changes to the U.S. corporate income tax system, including a one percent excise tax on certain repurchases of stock (and economically similar transactions) after December 31, 2022. The Inflation Reduction Act also includes amendments to the Internal Revenue Code of 1986, as amended (the "Code"), to create a nuclear production tax credit program. While electricity produced and sold by Susquehanna through December 31, 2032 may qualify for the Nuclear PTC, which is subject to potential adjustments, these provisions are subject to implementation regulations, whose terms are not yet fully known. As such, we cannot fully predict the impacts that any such tax credits may have on our liquidity or results of operations. We are continuing to evaluate the Inflation Reduction Act and its requirements, as well as its application to us. Any elimination of the Nuclear PTC may adversely affect our business and financial condition.

In addition, our tax reporting is subject to audit by tax authorities. We may enter into transactions and arrangements in the ordinary course of business in which the tax treatment is not entirely certain. We must therefore make estimates and judgments in determining our consolidated tax provisions and accruals. The final outcome of any audits by tax authorities may differ from estimates and assumptions used in determining our consolidated tax provisions and accruals, and the resolution of tax assessments or audits by tax authorities could impact operations. This could result in a material and adverse effect on our consolidated income tax provision, financial position and the net income/loss for the period for which such determinations are made.

Our ability to utilize our tax attributes, including net operating loss carryforwards, remaining following Emergence, if any, may be limited.

As of December 31, 2023, we had approximately $1.3 billion of U.S. federal net operating loss ("NOL") carryforwards and approximately $1.4 billion of disallowed business interest expense carryforwards under Section 163(j) of the Code and certain other tax attributes (including significant tax basis in assets). However, we expect that, absent an election under Section 108(b)(5), we will be required to substantially reduce or eliminate certain of our tax attributes, including NOL carryforwards, as a result of cancellation of indebtedness income realized in connection with the Restructuring. We are still considering whether we will make a Section 108(b)(5) election to reduce fixed asset tax basis prior to any reduction in NOL carryforwards.

Because the consummation of the Plan of Reorganization resulted in an ownership change for purposes of Sections 382 and 383 of the Code, our ability to utilize any remaining tax attributes after reduction and disallowed business interest expense carryforwards is subject to limitation under Sections 382 and 383 of the Code. As a result, certain of our tax attributes have been substantially reduced, eliminated or otherwise restricted.

Our business may be affected by state interference in the competitive marketplaces.

Our generation and wholesale power sales business relies on a competitive marketplace. The competitive marketplace may be impacted by out-of-market subsidies provided by states or state entities, including bailouts of uneconomic nuclear facilities, imports of power from Canada, renewable mandates or subsidies, mandates to sell power below its cost of acquisition and associated costs, as well as out-of-market payments to new or existing generators. These out-of-market subsidies to existing or new generation undermine the competitive marketplace, which can lead to premature retirement of existing facilities, including those owned by us. If these measures continue, capacity and energy prices may be suppressed, and we may not be successful in our efforts to insulate our platform from this interference in the competitive market.

We are subject to litigation risks.

We are, and in the future may be, subject to litigation arising out of our operations. Damages claimed under such litigation may be material, and the outcome of such litigation may materially adversely impact our financial condition, cash flows, results of operations and liquidity. While we will assess the merits of any lawsuits and defend such lawsuits accordingly, we may be required to incur significant expense or devote significant financial resources to such defenses. In addition, the adverse publicity surrounding such claims may have a material adverse effect on our operations. Our insurance may not adequately cover losses for damages claimed against us, and we do not have insurance coverage for all litigation risks. Please see Note 10 in Notes to the Interim Financial Statements, Note 12 in Notes to the Annual Financial Statements, and "Business—Legal Matters" for more information regarding our litigation matters.

Financial and Liquidity Risks

Our ability to raise capital and access liquidity may be affected by increased focus on our fossil fuel-fired power generation business.

In recent years, shifting worldwide social and political views toward the environment, including uncertainty or instability resulting from climate change, changes in political leadership and environmental policies, changes in geopolitical-social views toward fossil fuels and concern about investors' expectations regarding environmental matters, have necessitated changes in fossil fuel-related industries. Many institutional investors have recently adopted environmental investing guidelines that may prevent them from increasing or taking new stakes with companies with exposure to fossil fuels, including lending to energy companies that rely even in part on fossil fuels. Additional institutional investors may adopt similar investment guidelines in the future. Limitation of investments in, or financings for, companies with a fossil fuel-fired power generation business could adversely affect our ability to obtain equity or debt financing or otherwise raise capital, which could have a material adverse effect on our business, financial condition and results of operations.

No assurance can be given that we will have sufficient access to financing for our business.

Our primary liquidity requirements, in addition to our ordinary course operating expenses, are for servicing our debt and capital expenditures and, in certain cases, providing collateral for our hedging program. If our sources of liquidity are not sufficient to fund our current or future liquidity needs, we may be required to take other actions, including refinancing, restructuring or reorganizing all or a portion of our debt or capital structure, reducing or delaying capital investments or obtaining alternative financing. Our ability to obtain financing is subject to numerous factors that we may not be able to control, including conditions in the capital markets, our current operations, credit ratings and other events which we are not able to predict. Furthermore, any financing may be at a higher cost than we expect or have other security, collateral or other conditions or requirements. Additionally, applicable regulations may impose costly additional requirements on our business and the businesses of others with whom we contract or may increase costs to conduct our business or access sources of capital and liquidity. There can be no assurance that we will be able to obtain financing on commercially reasonable terms, or at all, or in a manner that would be permitted under the terms of our debt instruments or in a manner that does not negatively impact our business. Additionally, there can be no assurance that the above actions, if taken, would allow us to meet our debt obligations and operating requirements.

Our historical financial information may not be indicative of our future financial performance.

Our capital structure was significantly altered under the Plan of Reorganization. Upon Emergence, we adopted fresh-start accounting, which required us to adjust our assets and liabilities to fair value and restate our accumulated deficit to zero. In addition, we adopted accounting policy changes and such policies could result in material changes to our financial reporting and results. Accordingly, our financial condition and results of operations following the Restructuring are not comparable to the financial condition and results of operations reflected in our Annual Financial Statements.

Our indebtedness could adversely affect our financial condition and impair our ability to operate our business.

Our indebtedness, including the Indenture and the Credit Facilities, could have important consequences to our future financial condition, operating results and business, including the following:

- requiring that a substantial portion of our cash flows from operations be dedicated to payments on our indebtedness instead of operations, capital expenditures, future business opportunities or other purposes;
- limiting our ability to obtain additional debt or equity financing for working capital, capital expenditures, debt service requirements, acquisitions and general corporate or other purposes;
- increasing our cost of borrowing; and
- limiting our ability to adjust to changing market and economic conditions and to carry out capital spending that is important to our growth.

Although the Credit Facilities, the Indenture and other existing indebtedness contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions, and any additional indebtedness incurred in compliance with these restrictions could be substantial. See "—Risks Related to Ownership of Our Common Stock—TEC is a holding company; its ability to obtain funds from its subsidiaries is structurally subordinated to existing and future liabilities and preferred equity of its subsidiaries, and the agreements governing our indebtedness contain certain restrictions on distributions of cash to TEC." and "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

Indebtedness subjects us to the risk of higher interest rates, which could cause our future debt service obligations to increase significantly.

Our borrowings under the Credit Facilities are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on such variable rate indebtedness would increase even though

the amount borrowed remained the same, and our ability to make payments of principal and interest on the Secured Notes (as well as on loans with respect to the Credit Facilities) may be adversely impacted.

Our debt agreements contain various covenants that impose restrictions on TES and certain of its subsidiaries that may affect our ability to operate our business and to make payments on our indebtedness.

Our debt agreements, including the Indenture and the agreements governing the Credit Facilities, contain covenants that, among other things, limit the ability of TES and certain of its subsidiaries to, among other things:

- incur additional debt;
- create or incur liens upon any principal property to secure debt for borrowed money;
- redeem and/or prepay certain debt;
- pay dividends on our stock or repurchase stock;
- make certain investments;
- consolidate, merge, lease or transfer all or substantially all of our assets; and
- in the case of the agreements governing our Credit Facilities, enter into transactions with affiliates.

These restrictions on our ability to operate our business could seriously harm our business by, among other things, limiting our ability to take advantage of financings, mergers, acquisitions and other corporate opportunities. Various risks, uncertainties and events beyond our control could affect our ability to comply with these covenants. Failure to comply with the covenants in our existing or future financing agreements could result in a default under those agreements and other agreements containing cross-default provisions. A default would permit lenders to accelerate the maturity for the debt under these agreements and to foreclose upon any collateral securing the debt. Under these circumstances, we might not have sufficient funds or other resources to satisfy all of our obligations. In addition, the limitations imposed by financing agreements on our ability to incur additional debt and to take other actions might significantly impair our ability to obtain other financing, which could adversely affect our financial condition and results of operations and could cause us to become bankrupt or insolvent.

Growth and Strategic Risks

Our project development activities through our Cumulus Affiliates may consume a significant portion of our management's focus and resources, and if not completed or successful, reduce our profitability.

Our project development activities related to the Cumulus projects may consume a significant portion of our management's focus, and if not completed or successful, reduce our profitability. TES currently provides corporate, administrative and operational services to the Cumulus Affiliates. As a result, the operations and activities of the Cumulus Affiliates may divert the attention and impact the availability of TES personnel. The Cumulus projects may also require us to spend significant sums for engineering, construction, permitting, legal, financial advisory and other expenses before we determine whether a development project is feasible, economically attractive or capable of being financed. In addition, the economic assumptions underlying one or more of the Cumulus projects may prove to be incorrect or materially different than projected, which may cause us to reevaluate pursuing or further investing in a particular project.

Our Cumulus projects may be complex, which increases the chances that we may not be able to complete them. There can be no assurance that we will be able to negotiate the required agreements, overcome any local opposition or obtain the necessary approvals, licenses, permits and financing. Failure to achieve any of these elements may prevent the development and construction of a project. If that were to occur, we could lose all of our investment in development expenditures and may be required to write-off project development assets. It is not uncommon for neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by noise.

Joint ventures, joint ownership arrangements and other projects pose unique challenges to our Cumulus projects, and we may not be able to fully implement or realize synergies, expected returns or other anticipated benefits associated with such projects.

Through certain Cumulus Affiliates, we are party to joint venture agreements with various third parties, including Pattern Energy and BQ Energy Development, LLC for potential solar and wind projects. Additionally, Cumulus Coin holds a 75% equity interest in Nautilus, with TeraWulf as our joint venture partner. Conflicts may arise with our joint venture or joint owner counterparties due to differing strategic or commercial objectives or disagreement on governance matters or whether a project merits continued investment. A deadlock in management decisions could cause us to sell our interest in the project or buy our joint venture partner's interest. We may also be subject to the risk that our counterparties do not fund their obligations and to preserve the value of our investment, we may be required to expend additional internal resources that could otherwise be directed to other projects. Conversely, if we no longer desire to invest in a project, our counterparties may determine to cover our investment which may dilute our interests and lead to a loss of voting or other rights in the project. If we are unable to successfully execute and manage our existing and proposed joint venture and jointly owned projects, the anticipated benefits associated with such arrangements may not be achieved or could be delayed, which could adversely impact our financial and operating results. See "Certain Relationship and Related Party Transactions."

Fluctuating costs and disruptions could impact construction and operation of renewable energy and digital infrastructure projects.

The capital expenditures and time required to develop new renewable and digital infrastructure projects are considerable and can increase due to a wide variety of factors, many of which are beyond our control. These include, but are not limited to, weather conditions, ground conditions, availability of construction material, availability and performance of contractors and suppliers, changes in cost or construction schedules, inflation, delivery and installation of equipment, design changes, accuracy of estimates, availability of accommodations for the workforce, change in laws or regulations and the ability to obtain necessary government approvals. In addition, the Cumulus Data Campus's and Nautilus's operations are and will be powered exclusively by electricity generated at Susquehanna. Any disruption or outage at Susquehanna affecting its ability to generate sufficient electricity for Cumulus Data operations (including submetered electricity to Nautilus) could have a material adverse effect on their respective businesses, financial condition and results of operations.

Our interest in and operation of a Bitcoin mining facility subjects us to certain risks.

While we expect to maintain our existing Bitcoin operations through our interest in Cumulus Coin, we do not currently plan to expand such operations or expect any material capital expenditures within the next twelve months. Nonetheless, our existing Bitcoin operations do expose us to certain risks. Almost all of Cumulus Coin's expected revenue is from the sale of Bitcoin mined by Nautilus. Investing in Bitcoin is speculative, as it has historically experienced significant intraday and long-term price volatility. For example, during 2023, the per-coin price of Bitcoin reached a low of approximately $16,500 and a high of approximately $44,700. If the price of Bitcoin declines, Cumulus Coin's profitability will decline, which would adversely affect the business, prospects, financial condition, and results of operation of Nautilus and Cumulus Coin.

Additionally, digital assets, including Bitcoin, are under increasing regulatory scrutiny, and the extent and content of any forthcoming laws and regulations are uncertain. New laws and increased regulation could result in new compliance-related costs for Cumulus Coin's operations, result in regulation of Bitcoin under the securities laws or restrict or eliminate the Bitcoin market, which could negatively affect the value of Cumulus Coin's operations and may result in expense or burdens to us.

Furthermore, cryptocurrency assets are generally controllable only by the possessor of the unique private key relating to the digital wallet in which such assets are held. To the extent that any of the private keys relating to wallets containing Bitcoin held by Nautilus are lost, destroyed, stolen or otherwise compromised or unavailable, Nautilus would be unable to access the Bitcoin held in the related wallet.

Moreover, as a reward for successfully solving cryptological blocks, Bitcoin miners are primarily compensated in newly issued Bitcoin. However, the Bitcoin reward paid to Bitcoin miners for successfully solved cryptological

blocks is periodically reduced by half according to a pre-determined schedule. While Bitcoin prices may fluctuate around such reward reductions, there can be no guarantee that any price fluctuations associated with reward reductions will be favorable or would compensate for the reduction in reward, which may lead Bitcoin miners, such as Nautilus, to forgo Bitcoin mining, thus reducing the profitability of Nautilus's and Cumulus Coin's operations.

Acquisition or divestiture activities may have an adverse effect on us.

From time to time, we may seek to acquire additional assets or businesses. The acquisition of new assets or businesses is subject to substantial risks, including delays in completion or an inability to complete them at all, the failure to identify material problems during due diligence, the risk of over-paying, the ability to retain customers or employees of such acquired businesses and the inability to arrange required or desired financing for an acquisition. We may acquire assets or businesses in geographic regions or markets in which we do not currently operate or lines of business outside of our core focus, which may expose us to increased market or regulatory risks. There can be no assurances that any future acquired businesses will perform as expected or that the returns from such acquisitions will support any related financing incurred or the cash flows needed to operate them profitably.

In addition, we may from time to time choose to sell certain assets or businesses. The risks of such dispositions may relate to employment matters, counterparties, regulators and other stakeholders in the disposed business, separating the disposed assets from our other businesses, the management of our ongoing business, as well as risks unknown to us at the time and other financial, legal and operational risks related to such disposition. In connection with such dispositions, we may also indemnify or guarantee counterparties against certain liabilities, which may result in future costs or liabilities payable by us. Any such risk may result in one or more costly disputes or litigation. In addition, any disposition would decrease our Adjusted EBITDA, which could impact our ability to pay dividends or effect share repurchases under our debt agreements. The failure to realize the anticipated returns or benefits from an acquisition or disposition could adversely affect our business, financial condition and results of operations.

Risks Related to Ownership of Our Common Stock

No prior public trading market existed for our common stock prior to trading on the OTC Pink Market, and an active trading market may not develop or be sustained following the registration of our common stock on Nasdaq, which may cause the market price of our common stock to decline significantly and make it difficult for investors to sell their shares in the future.

There was no public market for our common stock prior to commencing trading on the OTC Pink Market on June 23, 2023 and subsequent commencement of trading on the OTCQX U.S. Market on July 24, 2023. We have applied to list our common stock for trading on Nasdaq under the symbol "TLN." However, listing on Nasdaq does not ensure that an active trading market for our common stock will develop or be sustained. Accordingly, no assurance can be given as to the likelihood that an active trading market for our common stock will develop or be sustained, the liquidity of any such market or the ability of our stockholders to sell their common stock at the price desired.

The stock markets, including Nasdaq, have from time to time experienced significant price and volume fluctuations. As a result, the market price of our common stock may be similarly volatile, and investors in shares of our common stock may from time to time experience a decrease in the market price of their shares, including decreases unrelated to our financial performance or prospects. The market price of shares of our common stock could be subject to wide fluctuations in response to a number of factors, including those listed in this "Risk Factors" section of this prospectus and others. No assurance can be given that the market price of our common stock will not fluctuate or decline significantly in the future or that our stockholders will be able to sell their shares when desired on favorable terms, or at all. From time to time in the past, securities class action litigation has been instituted against companies following periods of extreme volatility in their stock price. This type of litigation could result in substantial costs and divert our management's attention and resources.

Sales of a substantial number of shares of our common stock by our existing stockholders, as well as any future issuances of equity or debt securities by us, may adversely affect the market price of our common stock, even if our business is doing well.

Sales of a substantial number of shares of our common stock in the public market or the perception in the market that the holders of a large number of shares intend to sell shares (particularly with respect to our affiliates, directors, executive officers or other insiders) could depress the market price of our common stock and could impair our future ability to obtain capital, especially through an offering of equity securities. If there are more shares of common stock offered for sale than buyers are willing to purchase, then the market price of our common stock may decline. In the future, we may issue additional shares to our employees, directors or consultants under our equity compensation plans, in connection with corporate alliances or acquisitions, or to raise capital. Due to these factors, sales of a substantial number of shares of our common stock in the public market could occur at any time.

In the future, we may attempt to obtain financing or to further increase our capital resources by issuing additional shares of our common stock or by offering debt or other equity securities. Any future debt financing could involve restrictive covenants relating to our capital-raising activities and other financial and operational matters, which might make it more difficult for us to obtain additional capital and to pursue business opportunities. Moreover, if we issue debt securities, the debt holders would have rights to make claims on our assets senior to the rights of our stockholders. The issuance of equity securities or securities convertible into equity may dilute our existing stockholders. Debt securities convertible into equity could be subject to adjustments in the conversion ratio pursuant to which certain events may increase the number of equity securities issuable upon conversion.

TEC is a holding company; its ability to obtain funds from its subsidiaries is structurally subordinated to existing and future liabilities and preferred equity of its subsidiaries, and the agreements governing our indebtedness contain certain restrictions on distributions of cash to TEC.

TEC is a holding company that does not (and does not intend to) conduct any business operations or incur material obligations of its own. While we do not expect TEC to incur obligations that it is unable meet due to contractual restrictions on distributions from subsidiaries, certain subsidiaries are subject to such limitations. However, TEC's cash flows are largely dependent on the operating cash flows of TES and TEC's other subsidiaries and the payment of such operating cash flows to TEC in the form of dividends, distributions, loans or otherwise. These subsidiaries are separate and distinct legal entities from TEC and have no obligation (other than any existing contractual obligations) to provide TEC with funds to satisfy its obligations. Any decision by a subsidiary to provide TEC with funds to satisfy its obligations, whether by dividends, distributions, loans or otherwise, will depend on, among other things, such subsidiary's results of operations, financial condition, cash flows, cash requirements, contractual and other restrictions, applicable law and other factors. The deterioration of income from, or other available assets of, any such subsidiary for any reason could limit or impair its ability to pay dividends or make other distributions to TEC. Furthermore, the agreements governing the indebtedness of TES contain provisions restricting the ability of those entities to pay dividends or otherwise transfer assets to TEC.

The Indenture and Credit Facilities restrict the ability of TES to pay dividends or distributions to TEC, subject to certain exceptions. Notable exceptions include the ability to pay dividends or distributions: (1) in an amount not to exceed $160 million, (2) in an unlimited amount so long as TES's pro forma consolidated total net leverage ratio is less than or equal to 1.5 to 1.0 (or, on and after the date the second quarter 2024 financials are due under the Credit Agreement, 2.0 to 1.0), and (3) in an amount not to exceed the sum of: (a) TES's adjusted EBITDA minus 140% of TES's consolidated interest expense, in each case, for the period beginning June 1, 2023 (subject to (i) in the case of the Credit Facilities, compliance with a pro forma consolidated total net leverage ratio of less than or equal to 2.75 to 1.0 (or, after the date the second quarter 2024 financials are due under the Credit Agreement, 3.25 to 1.0) and (ii) in the case of the Indenture, the ability to incur $1 of additional ratio debt), (b) $150 million, (c) equity contributions to TES, and (d) other customary "builder basket" components. See "—Financial and Liquidity Risks—Our debt agreements contain various covenants that impose restrictions on TES and certain of its subsidiaries that may affect our ability to operate our business and to make payments on our indebtedness."

We may not pay any dividends on our common stock in the future.

Any determination to pay dividends to holders of our common stock in the future will be at the sole discretion of the Board of Directors and will depend upon many factors, including our historical and anticipated financial condition, cash flows, liquidity and results of operations, capital requirements, market conditions, our growth strategy and the availability of growth opportunities, contractual restrictions (including restrictions on the payment of dividends imposed by the Credit Facilities and the Indenture), our level of indebtedness and other restrictions with respect to the payment of dividends, applicable law and other factors that the Board of Directors deems relevant.

A small number of stockholders could be able to significantly influence our business and affairs.

The three largest TEC stockholders collectively own approximately 41.3% of our outstanding common stock (the "Principal Stockholders"). Large holders such as the Principal Stockholders may be able to affect matters requiring approval by our stockholders, including the election of directors and the approval of mergers or other business combination transactions. See "Principal and Selling Stockholders."

If securities analysts do not publish research or reports or if they publish unfavorable or inaccurate research about our business and common stock, the price of our common stock and the trading volume could decline.

We expect that the trading market for our common stock will be affected by research or reports that industry or financial analysts publish about us or our business. There are many large, well-established companies active in our industry and portions of the markets in which we compete, which may mean that we receive unfavorable or less widespread analyst coverage than our competitors. If one or more of the analysts who covers us downgrades their evaluations of us or our common stock or TES or its indebtedness, the price of our common stock could decline. If one or more of these analysts cease coverage of us, our common stock may lose visibility in the market, which in turn could cause the price of our common stock to decline.

Delaware law, as well as our organizational documents, contain anti-takeover provisions that could delay or prevent a change of control.

We are a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law (the "DGCL") may discourage, delay or prevent a change in control by prohibiting us from engaging in a business combination with an interested stockholder for a period of three years after the person becomes an interested stockholder, even if a change in control would be beneficial to our existing stockholders.

Additionally, the Third Amended and Restated Certificate of Incorporation of TEC (the "Charter") and the Second Amended and Restated Bylaws of TEC (the "Bylaws") contain provisions that could depress the market price of our common stock by acting to discourage, delay or prevent a change in control of TEC or changes in our management that stockholders may deem advantageous. These provisions in our Charter and Bylaws, among other things:

- authorize the issuance of "blank check" preferred stock that the Board of Directors could issue to increase the number of outstanding shares to discourage a takeover attempt;
- restrict transfers whereby, except for secondary market purchases (including secondary market purchases on Nasdaq), no person may purchase or otherwise acquire, and no stockholder of the Company may transfer to any person, shares of our common stock such that, after giving effect to such purchase, acquisition or other transfer, the holdings of the transferee, together with its "affiliates" (as such term is defined in 18 C.F.R. §35.36(a)(9)), directly or indirectly, would equal or exceed 10% of our outstanding voting securities, without the prior written consent of our Board of Directors;
- prohibit stockholder action by written consent unless a written consent is signed by holders of outstanding common stock having not less than the minimum voting power that would be necessary to authorize such action at a meeting at which all shares of outstanding common stock entitled to vote thereon were presented and voted;
- permit the Board of Directors to establish the number of directors comprising the Board of Directors;

- eliminate the ability of stockholders to fill vacancies on the Board of Directors;
- provide that the Board of Directors is expressly authorized to make, amend or repeal our Bylaws;
- establish advance notice requirements for nominations for elections to the Board of Directors or for proposing matters that can be acted upon by stockholders at stockholder meetings; and
- designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders. See "Description of Capital Stock—Anti-Takeover Effects of Delaware Law and Our Charter and Bylaws."

These provisions could make it more difficult for a third-party to acquire us, even if the third party's offer may be considered beneficial by many of our stockholders. As a result, our stockholders may be limited in their ability to obtain a premium for their shares of common stock. These provisions could also discourage proxy contests and make it more difficult for you and other stockholders to elect directors of your choosing and to cause us to take other corporate actions you desire.

The requirements of being a public company may strain our resources, increase our costs and distract management, and, as a result, we may be unable to comply with these requirements in a timely or cost-effective manner.

As a public company, we will need to comply with new laws, regulations and requirements, certain corporate governance provisions of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), related regulations of the SEC and the requirements of Nasdaq, with which we were not required to comply as a private company. Complying with these statutes, regulations and requirements will occupy a significant amount of our time and may strain our resources, increase our costs and distract management, which may inhibit our ability to comply with these requirements in a timely or cost-effective manner.

The standards required for a public company under Section 404(a) of the Sarbanes-Oxley Act are significantly more stringent than those required as a private company. While we generally must comply with Section 404 of the Sarbanes-Oxley Act, we may not be required to have our independent registered public accounting firm attest to the effectiveness of our internal controls until as late as our first annual report following the first entire fiscal year in which we are subject to reporting requirements of the Exchange Act. At any time, we may conclude that our internal controls, once tested, are not operating as designed or that the system of internal controls does not address all relevant financial statement risks. Once required to attest to control effectiveness, our independent registered public accounting firm may issue a report that concludes it does not believe our internal controls over financial reporting are effective. Moreover, management may not be able to effectively and timely implement controls and procedures that adequately respond to the increased regulatory compliance and reporting requirements that will become applicable after the consummation of this offering. If we identify material weaknesses in the future or otherwise fail to implement or maintain effective internal controls over financial reporting, we may not be able to accurately or timely report our financial condition or results of operations, which may subject us to adverse regulatory consequences, adversely affect our business and harm investor confidence and the market price of our common stock.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements concerning expectations, beliefs, plans, objectives, goals, strategies, future events or performance and underlying assumptions and other statements that are not statements of historical fact. These statements often include words such as "believe," "expect," "anticipate," "intend," "plan," "estimate," "target," "project," "forecast," "seek," "will," "may," "should," "could," "would" or similar expressions. Although we believe that the expectations and assumptions reflected in these statements are reasonable, there can be no assurance that these expectations will prove to be correct. Forward-looking statements are subject to many risks and uncertainties, and actual results may differ materially from the results discussed in forward-looking statements.

Such risks and uncertainties include, but are not limited to:

- our ability to comply with the covenants under the agreements governing our indebtedness;
- the limitations our level of indebtedness may place on our financial flexibility;
- our inability to access the capital markets on favorable terms or at all;
- the availability of cash flows from operations and other funds to finance reserve replacement costs or satisfy our debt obligations;
- risks related to future changes in the market price of electricity, natural gas and other commodities;
- risks related to weather and the demand for electricity;
- declines in wholesale electricity prices or decreases in demand for electricity due to macroeconomic factors;
- risks related to competition in the competitive power generation market;
- adverse developments or losses from pending or future litigation and regulatory proceedings;
- risks related to regulation and compliance with government permits and approvals;
- risks related to environmental regulation of our fossil fuel and coal-fired power generation businesses and uncertainty surrounding the associated environmental liabilities and asset retirement obligations;
- risks related to potential changes to environmental regulatory requirements related to coal-combustion byproducts, the operation and remediation of coal ash ponds and other regulatory oversight to our operations;
- risks related to armed conflicts, war, terrorist attacks or threats and other significant events, including cyber-based attacks;
- risk related to our reliance on the operations and financial results of Susquehanna to fund our other operations and satisfy our liquidity and other financial requirements;
- risks related to the impact of our operations on the environment, including the risk of exposure to hazardous substances;
- risks associated with Susquehanna, including risks relating to: (i) the operation of, and unscheduled outages at, the facility; (ii) the availability and cost of nuclear fuel and fuel-related components; (iii) increased nuclear industry security, safety and regulatory requirements; and (iv) the substantial uncertainty regarding the storage and disposal of SNF;
- risks related to the continuation of capacity auctions in the PJM RTO, or changes to the capacity auction rules and procedures;

- credit risk and potential concentrations of credit risk resulting from market counterparties, financial institutions, customers and other parties;
- risks related to pandemics, epidemics, outbreaks or other public health events that are outside of our control, and could significantly disrupt our operations and adversely affect our financial condition;
- risks related to potential disruptions in the supply of fuel and other products necessary for the operation of our generation facilities;
- unplanned outages or periods of reduced output at our generation facilities;
- effects of transmission congestion, including due to line maintenance outages, on the realized margins of our generation fleet;
- risks associated with the collection of shared expenses from co-owners of jointly owned facilities;
- the expiration or termination of hedging contracts;
- risks related to our ability to retain and attract a qualified workforce;
- operational, price and credit risks associated with selling and marketing products in the wholesale power markets, including uncertainty around unknown future changes in market constructs, market responses (such as penalties) to extraordinary events and potential negative financial impacts (such as short payments) stemming from shortfalls of other market participants;
- market and liquidity risks arising from our purchase and sale of power, capacity and related products, fuel, transmission services and emission allowances;
- risks related to our generation facilities being part of interconnected regional grids, including the risk of a blackout due to a disruption on a neighboring interconnected system;
- cyber-based security and related integrity risks;
- the impacts of climate change, including related changes in legislation, regulation, market rules or enforcement;
- risks related to any change in the structure and operation of, or the various pricing limitations imposed by, the RTOs and ISOs in regions where our generation is located;
- the availability and cost of emission allowances;
- risks related to our ability to fund and otherwise successfully execute on our energy transition plans, including development of our renewable energy and battery storage projects, our ability to supply power to our digital infrastructure growth projects, and our efforts to repower facilities to run on alternate fuel sources, and the risk that our plans may not achieve its desired results;
- operational risks relating to the Nautilus facility, including the risk of interruptions to the provision of power, as well as cyber or other breaches of its infrastructure;
- risks relating to cryptocurrency mining, including price volatility of digital assets, increasing scrutiny from investors, lenders and other stakeholders and the likelihood of increased regulation of digital assets; and
- other risks identified in this prospectus.

We caution you that the foregoing list may not contain all forward-looking statements made in this prospectus.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this prospectus primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and results of operations. The outcome

of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the section titled "Risk Factors" and elsewhere in this prospectus. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this prospectus. While we believe such information provides a reasonable basis for these statements, such information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this prospectus to reflect events or circumstances after the date of this prospectus or to reflect new information, actual results, revised expectations or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

USE OF PROCEEDS

This prospectus relates to shares of our common stock that may be offered for resale by the Selling Stockholders, who may, or may not, elect to sell shares of our common stock covered by this prospectus. To the extent any Selling Stockholder chooses to sell shares of our common stock covered by this prospectus, we will not receive any proceeds from any such resales of our common stock, but we have agreed to pay certain registration expenses. The net proceeds from any resale of such shares will be received by the applicable Selling Stockholders. See the section titled “Principal and Selling Stockholders.”

MARKET PRICES AND DIVIDEND POLICY

Our common stock was quoted on the OTC Pink Market under the symbol "TLNE" from June 23, 2023 to July 23, 2023 and is currently quoted on the OTCQX U.S. Market under the symbol "TLNE," where it has been traded since July 24, 2023. No established trading market existed for our common stock prior to June 23, 2023. The following table sets forth the per share high and low closing prices for our common stock as reported on the OTCQX U.S. Market for the periods presented.

	Per Share Sale Price	
	High	Low
OTC Pink Market		
Second Quarter 2023 (for the period from June 23, 2023 through June 30, 2023)	$ 52.50	$ 46.40
Third Quarter 2023 (for the period from July 1, 2023 through July 23, 2023)	$ 52.50	$ 49.50
OTCQX U.S. Market		
Third Quarter 2023 (for the period from July 24, 2023 through September 30, 2023)	$ 55.25	$ 51.50
Fourth Quarter 2023	$ 64.00	$ 51.75
First Quarter 2024	$ 94.35	$ 62.26
Second Quarter 2024 (for the period from April 1, 2024 through June 18, 2024)	$ 92.60	$ 116.70

On June 18, 2024, the closing price of our common stock as reported on the OTCQX U.S. Market was $116.70 per share. As of June 18, 2024, there were three stockholders of record of our common stock, not including beneficial owners of shares registered in nominee or street name.

We have applied to list our common stock for trading on Nasdaq, under the symbol "TLN."

Dividends and Dividend Policy

The holders of shares of common stock are entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Company) when, as and if declared thereon by the Board of Directors from time to time out of any assets or funds of the Company legally available for the payment of dividends and shall share equally on a per share basis in such dividends and distributions.

Any future determination regarding the declaration and payment of dividends, if any, will be at the discretion of our Board of Directors and will depend on then-existing conditions, including our financial condition, results of operations, contractual restrictions, capital requirements, business prospects and other factors our Board of Directors may deem relevant. In addition, our ability to pay dividends may be restricted by agreements governing TES's indebtedness and other agreements we may enter into in the future.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of March 31, 2024. You should read the information set forth below together with our consolidated financial statements and the related notes contained elsewhere in this prospectus.

(Millions of Dollars, except share data)	March 31, 2024
Cash and cash equivalents	$ 597
Debt:	
Revolving credit facilities	—
Long-term debt	2,619
Total debt	2,619
Stockholders' equity:	
Common stock, $0.001 par value, 350,000,000 shares authorized; 59,028,843 shares issued and 58,535,843 shares outstanding	—
Treasury stock, 493,000 shares	(39)
Additional paid-in capital	2,339
Accumulated retained earnings	428
Accumulated other comprehensive income (loss)	(27)
Total stockholders' equity	2,701
Noncontrolling interests	65
Total equity	2,766
Total capitalization	$ 5,385

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

Introduction

The following unaudited pro forma financial information (the "Unaudited Pro Forma Financial Information") consists of the Unaudited Pro Forma Condensed Consolidated Statement of Operations for the year ended December 31, 2023. The Unaudited Pro Forma Financial Information was prepared as if the Plan of Reorganization had become effective and fresh start accounting occurred on January 1, 2023. An unaudited pro forma condensed consolidated balance sheet has not been presented, as the Plan of Reorganization and fresh start accounting adjustments have already been fully reflected in the Consolidated Balance Sheet as of December 31, 2023. The unaudited pro forma condensed consolidated statements of operations give effect to (i) various transactions effected pursuant to the Plan of Reorganization and (ii) the application of fresh start accounting.

The Unaudited Pro Forma Financial Information was derived from and should be read in conjunction with the Talen Energy Corporation and Subsidiaries Consolidated Statements of Operations for the Period from January 1, 2023 through May 17, 2023 (Predecessor) and for the Period from May 18, 2023 through December 31, 2023 (Successor).

The Unaudited Pro Forma Financial Information has been prepared in accordance with Article 11 of Regulation S-X, as amended by the final rule, Release No. 33-10786, "Amendments to Financial Disclosures about Acquired and Disposed Businesses." The Unaudited Pro Forma Financial Information is presented for illustrative purposes only and is not necessarily indicative of the financial results that would have occurred if the Plan of Reorganization and the application of fresh start accounting had been consummated or applied, as applicable, on the dates indicated, nor is it necessarily indicative of our results of operations in the future.

Plan of Reorganization

The Plan of Reorganization implemented, among other things, the transactions contemplated by the RSA and the related settlements. Pursuant to the Plan of Reorganization, among other things:

- Claims against TEC were paid in full in cash or reinstated. All prepetition equity interests in TEC were extinguished, and new equity interests in TEC were issued as follows:
  - Holders of claims under TES's Prepetition Unsecured Notes and PEDFA 2009A Bonds received (i) 99% of the TEC common stock (subject to dilution), less the Retail PPA Incentive Equity issued to Riverstone at Emergence, and (ii) subscription rights to purchase additional shares of TEC common stock in the Rights Offering (or, in the case of certain ineligible holders, cash in lieu thereof).
  - Riverstone received (i) 1.00% of the TEC common stock (after giving effect to the Rights Offering and payment of the remaining Backstop Premium), (ii) the Retail PPA Incentive Equity and (iii) warrants to purchase additional shares of TEC common stock.
  - The remaining portion of the Backstop Premium was paid to the Backstop Parties in the form of TEC common stock.
  - The Rights Offering was consummated, which resulted in net cash proceeds of approximately $1.4 billion. Approximately 92% of claims under TES's Prepetition Unsecured Notes and PEDFA 2009A Bonds were tendered in the Rights Offering, and the Backstop Parties were required to purchase the remainder of the unsubscribed for shares of TEC common stock attributable to the remaining claims under the Prepetition Unsecured Notes and PEDFA 2009A Bonds.
- All intercompany equity interests among the Debtors were reinstated so as to maintain the pre-existing organizational structure of the Debtors. Intercompany claims among the Debtors were cancelled, released, discharged and extinguished.

- The Exit Financings were consummated, comprised of: (i) the RCF, a $700 million revolving credit facility, including letter of credit commitments of $475 million, (ii) the TLB of $580 million (and subsequently increased to $870 million in August 2023), (iii) the TLC of $470 million (the proceeds of which were used to cash collateralize LCs under the TLC LCF), (iv) the TLC LCF, which provides commitments for up to $470 million in LCs (cash collateralized with the proceeds of the TLC), (v) the Bilateral LCF, which provides commitments for up to $75 million in LCs, and (vi) $1.2 billion of Secured Notes.
- The proceeds of the Rights Offering and the Exit Financings, together with cash on hand, were used to fully repay the DIP Facilities and to pay other claims in cash as follows:
    - Holders of claims under the Prepetition CAF received their pro rata share of approximately $1.0 billion, as agreed in the relevant settlement;
    - Holders of prepetition first lien secured claims (other than those under the Prepetition CAF) received their pro rata share of approximately $2.1 billion, as agreed in the relevant settlement; and
    - Holders of Other Secured Claims (as defined in the Plan of Reorganization) received the unpaid portion of their allowed claims.
- Each holder of a General Unsecured Claim (as defined in the Plan of Reorganization) received its pro rata share of interests in a $26 million pool of cash set aside for general unsecured creditors (the "GUC Trust"). To the extent any proceeds were recovered by the Debtors pursuant to the PPL/Talen Montana litigation, 10% of the net proceeds recovered were be contributed to the GUC Trust, subject to a cap of $11 million. Talen Montana contributed $11 million to the GUC Trust in December 2023 following the settlement of the PPL/Talen Montana litigation. See Note 12 in Notes to the Annual Financial Statements for additional information on the PPL/Talen Montana litigation and the related settlement.

As a result of Emergence, the combination of TES and TEC was accounted for as a reverse acquisition under GAAP, in accordance with ASC 805,*Business Combinations*. As such, TEC was treated as the accounting acquiree and TES as the accounting acquirer for financial reporting purposes. In accordance with guidance applicable to these circumstances, the combination of TEC and TES was in substance a share exchange in which the TES creditors became the controlling shareholders of TEC. As a result of TES being the accounting acquirer, the historical operations of TES are deemed to be those of TEC. As TEC was primarily a holding company with no operations, the accounting for the reverse acquisition of TEC had no material impact on the financial statements, and as a result, no pro forma adjustments are required.

Fresh Start Accounting

Upon emergence from the Restructuring, TES adopted fresh start accounting, which resulted in TEC becoming a new entity for financial reporting purposes. As a result of fresh start accounting, TEC's reorganization value was allocated to its individual assets and liabilities based on its fair values (except for deferred income taxes) in conformity with applicable guidance for business combinations. Deferred income tax amounts were determined in accordance with accounting guidance for income taxes. The estimated fresh start accounting adjustments give effect to the application of fresh start accounting to the unaudited condensed consolidated statement of operations assuming Emergence occurred on January 1, 2023.

Unaudited Pro Forma Condensed Consolidated Statement of Operations
for the Year Ended December 31, 2023

(Millions of Dollars, except share data)	Successor Historical May 18, 2023 through December 31, 2023	Predecessor Historical January 1 through May 17, 2023	Transaction Accounting Adjustments Reorganization Adjustments	Transaction Accounting Adjustments Fresh Start Adjustments	Pro Forma
Capacity revenues	$ 133	$ 108	$ —	$ —	$ 241
Energy and other revenues	1,156	1,042	—	—	2,198
Unrealized gain (loss) on derivative instruments	55	60	—	—	115
Operating Revenues	**1,344**	**1,210**	**—**	**—**	**2,554**
Energy Expenses					
Fuel and energy purchases	(424)	(176)	—	—	(600)
Nuclear fuel amortization	(108)	(33)	—	(16) (d)	(157)
Unrealized gain (loss) on derivative instruments	(3)	(123)	—	—	(126)
Total Energy Expenses	**(535)**	**(332)**	**—**	**(16)**	**(883)**
Operating Expenses					
Operation, maintenance and development	(358)	(285)	—	—	(643)
General and administrative	(93)	(51)	—	—	(144)
Depreciation, amortization and accretion	(165)	(200)	—	49 (e)	(316)
Impairments	(3)	(381)	—	—	(384)
Other operating income (expense), net	(30)	(37)	—	—	(67)
Operating Income (Loss)	**160**	**(76)**	**—**	**33**	**117**
Nuclear decommissioning trust funds gain (loss), net	108	57	—	—	165
Interest expense and other finance charges	(176)	(163)	66 (a)	—	(273)
Reorganization income (expense), net	—	799	(1,259) (b)	460 (b)	—
Other non-operating income (expense), net	102	60	—	—	162
Income (Loss) Before Income Taxes	**194**	**677**	**(1,193)**	**493**	**171**
Income tax benefit (expense)	(51)	(212)	192 (c)	(15) (c)	(86)
Net Income (Loss)	**143**	**465**	**(1,001)**	**478**	**85**
Less: Net income (loss) attributable to noncontrolling interest	9	(14)	—	—	(5)
Net Income (Loss) Attributable to Stockholders	**$ 134**	**$ 479**	**$ (1,001)**	**$ 478**	**$ 90**
Earnings Per Common Share					
Net Income (Loss) Attributable to Stockholders - Basic	$ 2.27				$ 1.52
Net Income (Loss) Attributable to Stockholders - Diluted	2.26				1.52
Weighted-Average Number of Common Shares Outstanding - Basic (in thousands)	59,029				59,029
Weighted-Average Number of Common Shares Outstanding - Diluted (in thousands)	59,399				59,399

The accompanying Notes to the Unaudited Pro Forma Financial Information are an integral part of the financial statements.

Notes to the Unaudited Pro Forma Financial Information

Note 1. Basis of Presentation

The unaudited Pro Forma Condensed Consolidated Statement of Operations sets forth the combined results of operations of: (i) Talen Energy Supply, LLC ("TES" or the "Predecessor") for the period from January 1 through May 17, 2023 (Predecessor), (ii) Talen Energy Corporation ("TEC" or the "Successor") for the period, from May 18 through December 31, 2023 (Successor), and (iii) pro forma impacts to the Successor after giving effect to Plan of Reorganization and the application of fresh start accounting as if the Plan of Reorganization and application of fresh start accounting had occurred on January 1, 2023.

The Unaudited Pro Forma Financial Information has been prepared in accordance with Article 11 of Regulation S-X and is provided to give effect to: (i) various transactions effected pursuant to the Plan of Reorganization, including the incurrence by TES of indebtedness and the issuance of new TEC equity at Emergence; and (ii) the application of fresh start accounting. The Unaudited Pro Forma Financial Information is presented for illustrative purposes only and is not necessarily indicative of the financial results that would have occurred if the Plan of Reorganization and the application of fresh start accounting had been consummated or applied, as applicable, on the dates indicated, nor is it necessarily indicative of our results of operations in the future.

Note 2. Plan of Reorganization and Fresh Start Adjustments

(a) Reflects the adjustment to interest expense to eliminate interest expense, associated fees, and financing costs related to prepetition debt and the Talen Commodity Accordion RCF. The pro forma interest expense reflects interest, bank fees, and LC fees. A one-eighth percent change in the interest rates on the outstanding variable rate borrowings would result in an approximate change of $1 million in interest expense for the year ended December 31, 2023.

(b) Represents the reversal of Chapter 11 reorganization items, which consist of an aggregate fresh start adjustment of $460 million related to losses on revaluation adjustments for the year ended December 31, 2023, and the following reorganization adjustments for the year ended December 31, 2023:

(Millions of Dollars)	Year ended December 31, 2023
Gain on debt discharge	$ 1,459
Backstop Premium	(70)
Professional fees	(56)
Make-whole premiums and accrued interest on certain indebtedness	(21)
Professional fees incurred to obtain the DIP Facilities	—
Write-off of deferred financing cost and original issue discount	(46)
Gains (losses) on contract terminations	—
Other	(7)
Pro Forma Reorganization Adjustments	**$ 1,259**

(c) Represents the adjustments to income tax benefit (expense) related to the Income (Loss) Before Income Taxes resulting from the pro forma other adjustments. Adjustments are tax effected using an estimated statutory blended rate of 21% with the exception of the reorganization adjustments, which are based on actual income tax benefit (expense).

(d) Represents the adjustment to nuclear fuel amortization related to the increase in fair value of the nuclear fuel contract intangibles. The adjustment for the year ended December 31, 2023 also takes into consideration the Successor amortization that was reported during the period.

(e) Represents the difference in depreciation, amortization, and accretion to account for the fair value adjustments to property, plant and equipment and asset retirement obligations. Below is the depreciation, amortization, and accretion expense for the year ended December 31, 2023:

(Millions of Dollars)	Year ended December 31, 2023
Depreciation expense	$ (266)
Amortization expense	(5)
Accretion expense	(45)
Pro forma depreciation, amortization and accretion expense	**(316)**
Historical depreciation, amortization and accretion expense - Successor	(165)
Historical depreciation, amortization and accretion expense - Predecessor	(200)
Net (increase) / decrease in depreciation, amortization and accretion expense	**$ 49**

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with information contained in "Business," "Risk Factors," the Interim Financial Statements, the Annual Financial Statements, and their accompanying notes. In addition, the following discussion contains forward-looking statements, which involve risks and uncertainties. See "Cautionary Note Regarding Forward-Looking Statements" for additional information on forward-looking statements. Capitalized terms and abbreviations are defined in the glossary. Dollars are in millions, unless otherwise noted.

Overview

Talen owns and operates power infrastructure in the United States. We produce and sell electricity, capacity, and ancillary services into wholesale power markets in the United States primarily in PJM and WECC, with our generation fleet principally located in the Mid-Atlantic and Montana. The majority of our generation is produced at zero-carbon nuclear and lower-carbon gas-fired facilities. Consistent with our risk management initiatives, we may execute physical and financial commodity transactions involving power, natural gas, nuclear fuel, oil and coal to economically hedge and optimize our generation fleet.

See "Business—Our Properties" for additional information on our generation portfolio. See "—Recent Developments—ERCOT Sale" below for information on the recent sale of our generation assets in Texas.

Recent Developments

Tender Offer

In May 2024, the Company commenced the Tender Offer to purchase shares of the Company's common stock for cash. The Tender Offer resulted in the purchase for cash of 5,275,862 shares of its common stock, representing 9.0% of the Company's outstanding common stock, at a clearing price per share of $116.00, or an aggregate of $612 million. The Tender Offer was part of the Company's share repurchase program discussed below.

Remarketing of PEDFA Bonds

In June 2024, the Company completed a remarketing of $50 million in aggregate principal amount of its PEDFA 2009B and $80.6 million in aggregate principal amount of its PEDFA 2009C Bonds.

The PEDFA 2009B and PEDFA 2009C Bonds will now bear interest at 5.25% until the end of the new term rate period on June 1, 2027. In connection with the remarketing, the approximately $133 million of letters of credit that had previously backstopped the PEDFA 2009B and PEDFA 2009C Bonds will be terminated, providing the Company with increased capacity on its TLC.

Mandatory Share Exchange

In May 2024, each outstanding restricted share of the Company's common stock issued with or under CUSIP No. 87422Q208 was exchanged for an unrestricted share of the Company's common stock issued with or under CUSIP No. 87422Q109. The exchange was intended to provide stockholders with increased liquidity, permitting the previously restricted shares to now trade without restriction, subject to each holder's compliance with (i) securities laws and (ii) rules promulgated by the OTCQX U.S. Market or Nasdaq, as applicable.

Upsizing of Share Repurchase Program

In October 2023, the Board of Directors approved a share repurchase program initially authorizing the Company to repurchase up to $300 million of the Company's outstanding common stock through December 31, 2025. In May 2024, the Board of Directors approved an increase of the remaining capacity under the Company's share repurchase program to $1 billion through the end of 2025. Repurchases may be made from time to time, at the Company's discretion, in open market transactions at prevailing market prices, negotiated transactions, or other means in accordance with federal securities laws, and may be repurchased pursuant to a Rule 10b5-1 trading plan.

The Company intends to fund repurchases from cash on hand. Repurchases by the Company will be subject to a number of factors, including the market price of the Company's common stock, alternative uses of capital, general market and economic conditions, and applicable legal requirements, and the repurchase program may be suspended, modified or discontinued by the Board of Directors at any time without prior notice. The Company has no obligation to repurchase any amount of its common stock under the repurchase program. As of March 31, 2024, 493,000 shares of the Company's common stock have been purchased under the share repurchase program for $39 million, inclusive of transaction costs. See Note 16 in Notes to the Annual Financial Statements for additional information.

Term Loan Repricing

In May 2024, the Company completed a repricing transaction with respect to the TLB and TLC. The new rate applicable to the TLB and TLC is SOFR plus 350 basis points, which reduces the interest rate margin by 100 basis points. The applicable SOFR floor was reduced from 50 to 0 basis points. Additionally, in connection with the repricing, the lenders under the TLB and TLC agreed to: (i) waive any mandatory prepayment obligations in connection with the ERCOT Sale, and (ii) certain other amendments permitting Talen additional capacity for dispositions, restricted payments and investments under the Credit Agreement. See Note 11 in Notes to the Interim Financial Statements for additional information on Talen's indebtedness.

ERCOT Sale

In May 2024, the Company closed the previously announced sale of its approximately 1.7 GW generation portfolio located in the South Zone of the ERCOT market to CPS Energy for $785 million of gross proceeds (approximately $723 million in net proceeds after customary working capital adjustments and estimated taxes, transaction fees and other costs). These assets included the 897 MW Barney Davis and 635 MW Nueces Bay natural gas-fired generation facilities, both located in Corpus Christi, Texas, as well as the 178 MW natural gas-fired generation facility in Laredo, Texas. See Note 17 in Notes to the Interim Financial Statements for additional information.

Cumulus Digital Buyouts

In March 2024, TES acquired all of the equity units of Cumulus Digital Holdings held by affiliates of Orion and two former members of Talen senior management in exchange for $39 million. Following these transactions, TES owns 100% of the equity of Cumulus Digital Holdings. See "Certain Relationships and Related Party Transactions—Cumulus Investments—Cumulus Digital Holdings; Buyouts" for additional information.

Cumulus Data Campus Sale

In March 2024, AWS purchased substantially all the assets of Cumulus Data for gross proceeds of $650 million, with $350 million delivered to the Company at closing and the remaining $300 million of consideration held in escrow. The first $200 million of escrowed proceeds will be released upon a zoning amendment approval or ordinance allowing construction and operation of data center facilities on the property sufficient to consume an aggregate of at least 540 MW of energy, with the remaining $100 million released upon similar zoning amendment approval sufficient to allow aggregate consumption of at least 960 MW. If the 540 MW zoning amendment approval is not granted prior to March 1, 2025 (subject to certain limited extensions), then AWS has the option either to (i) retain the property and release all escrowed funds to the Company or (ii) revert all escrowed funds to AWS and allow the Company a one-time right to repurchase the property for $355 million. If the 540 MW zoning condition is met but the 960 MW zoning amendment approval is not granted prior to March 1, 2028, the remaining $100 million of escrowed funds will revert to AWS. The zoning amendment was approved by the applicable township on May 28, 2024 for the 960 MW. After a required 30 day public comment period, it is expected the zoning amendment will be approved and that the remaining $300 million of consideration will be released to the Company.

In connection with the Cumulus Data Campus Sale, the Company executed the Cumulus Data Campus PPA with AWS, pursuant to which the Company agreed to supply long-term, carbon-free power from Susquehanna to the Cumulus Data Campus through fixed-price power commitments. Under the Cumulus Data Campus PPA, AWS has minimum contractual power commitments that increase in 120 MW increments annually (or earlier, at AWS's option), with a one-time option to either cap commitments at 480 MW or otherwise purchase, in continuing annual

steps, up to 960 MW. Each step up in capacity commitment has a fixed price for an initial 10-year term, after which AWS has the option to renew each step at a price that includes a fixed margin above then-applicable PJM energy and capacity prices. The initial term of the Cumulus Data Campus PPA is 18 years, with two 10-year extensions at AWS's option. Under a separate agreement, Talen will receive additional revenue from AWS related to the sales of CFE to the grid. For additional information about the Cumulus Data Campus PPA, see "Prospectus Summary—Recent Developments—Cumulus Data Campus Sale."

See Note 17 in Notes to the Interim Financial Statements for additional information.

Cumulus Digital TLF Repayment

In connection with the Cumulus Data Campus Sale, the Company terminated the Cumulus Digital TLF and the outstanding obligations thereunder were satisfied and discharged in full. The security interests granted under the Cumulus Digital TLF were terminated, discharged and released. See Note 11 in Notes to the Interim Financial Statements and Note 13 in Notes to the Annual Financial Statements for additional information.

PPL/Talen Montana Litigation Settlement

In December 2023, Talen reached a litigation settlement with PPL. Under the terms of the settlement agreement, PPL paid TEC's indirect subsidiary, Talen Montana, $115 million in cash in exchange for a full release of Talen Montana's claims against PPL. Separately, Talen Montana remitted $11 million of the PPL settlement proceeds to the general unsecured creditors trust that was established pursuant to the Plan of Reorganization. See "Business—Legal Matters—Resolved Legal Matters—PPL/Talen Montana Litigation" and Note 12 in Notes to the Annual Financial Statements for additional information.

Riverstone Repurchase

In September 2023, TEC paid Riverstone $40 million in exchange for the cancellation of all of its TEC common stock warrants and a tax indemnity agreement, as well as waiving its future rights to the Retail PPA Incentive Equity. Also, in September 2023, TES and Orion purchased all of the equity units of Cumulus Digital Holdings held by Riverstone for an aggregate purchase price of $20 million, of which TES paid $19 million. See "Certain Relationships and Related Party Transactions—Cumulus Investments—Cumulus Digital Holdings; Buyouts," "Certain Relationships and Related Party Transactions—Riverstone Warrant Cancellation" and Note 16 in Notes to the Annual Financial Statements for additional information.

Emergence from Restructuring

In May 2022, Talen commenced a reorganization under Chapter 11 of the Bankruptcy Code to allow the Debtors to, among other things, strengthen their financial position and provide additional liquidity to fund their operations and protect their investments in certain energy transition projects.

The Plan of Reorganization became effective in May 2023. At Emergence, TES adopted "fresh start" accounting, which required our assets and liabilities to be remeasured at fair value. Such measurement affected the carrying value of our assets and liabilities, and by extension, the comparability of our financial statements between periods.

Through consummation of the Exit Financings and the Plan of Reorganization, we achieved a significant reduction in debt and interest, provided for full repayment of TES's Prepetition Secured Indebtedness and completed the consensual equitization of all of TES's Prepetition Unsecured Notes and PEDFA 2009A Bonds.

Upon Emergence, the Successor experienced an ownership change under Section 382 of the Internal Revenue Code. The Internal Revenue Code Sections 382 and 383 impose limitations on the ability of a company to utilize tax attributes after experiencing an ownership change. As a result, we have estimated our annual base limitation is approximately $72 million against the utilization of our loss carryforwards and other tax attributes. The Company can increase its annual Section 382 base limitation for the amount of recognized built-in gain ("RBIG") pursuant to the application of Notice 2003-65. The additional deemed RBIG is approximately $859 million over a 5-year recognition period. States generally have similar tax attribute limitation rules following an ownership change.

See Notes 2, 3 and 4 in Notes to the Annual Financial Statements for additional information regarding the Restructuring. See "—Liquidity and Capital Resources" for additional information on the Exit Financings and Note 13 in Notes to the Annual Financial Statements for additional information on Talen's indebtedness.

Factors Affecting Our Financial Condition and Results of Operations

Earnings in future periods are subject to various uncertainties and risks. See "Cautionary Note Regarding Forward-Looking Statements," "Risk Factors," Notes 3 and 10 in Notes to the Interim Financial Statements, and Notes 5 and 12 in Notes to the Annual Financial Statements for additional information on our risks.

We completed the ERCOT Sale in May 2024. As a result, we have updated certain operational data presented in this prospectus to give effect to the ERCOT Sale. Our financial statements, segment information and related financial data as of and for the periods ending on or prior to March 31, 2024 include the results of operations from the ERCOT fleet. We intend to reevaluate our segment information for the first financial period after the ERCOT Sale, which is the quarter ending June 30, 2024.

Generation Facility Updates

H.A. Wagner Deactivation and Reliability Impact Assessment. In October 2023, for economic reasons, the Company provided a notice to PJM that it intends to deactivate H.A. Wagner as of June 1, 2025. The coal-to-fuel oil conversion of H.A. Wagner Unit 3 was completed in December 2023 and will allow the generation facility to serve as a capacity resource until its deactivation. In January 2024, PJM notified H.A Wagner that its generation units 3 and 4 are needed for transmission reliability. In April 2024, H.A. Wagner filed a cost-of-service rate schedule at FERC for the continued Reliability Must Run operation and provision of service from these units. No assurance can be provided when, if at all, FERC will approve the filing. See Note 8 in Notes to the Interim Financial Statements and Note 12 in Notes to the Annual Financial Statements for additional information.

*Brandon Shores Fuel Conversion Cancellation, Planned Retirement, and Reliability Impact Assessment.*In the first quarter 2023, due to increased project costs and declining PJM capacity revenues, management concluded that the lower return on investment to convert Brandon Shores' fuel source from coal to fuel oil no longer met Talen's investment criteria. In April 2023, Brandon Shores notified PJM that it will deactivate electric generation on June 1, 2025. Accordingly, an aggregate $379 million of non-cash, pre-tax charges was recognized for the period from January 1 through May 17, 2023 (Predecessor), including a $361 million charge for the generation facility and $18 million of net realizable value and obsolescence charges for materials and supplies inventories and coal inventories.

In June 2023, PJM notified Brandon Shores that the units were needed for reliability. Talen subsequently notified PJM that it does not agree to continue to operate Brandon Shores under a Reliability-Must-Run arrangement. In April 2024, Brandon Shores filed a cost-of-service rate schedule at FERC for the continued Reliability Must Run operation and provision of service from these units. No assurance can be provided when, if at all, FERC will approve the filing. See Note 8 in Notes to the Interim Financial Statements and Notes 10 and 12 in Notes to the Annual Financial Statements for additional information.

Montour Coal-to-Natural Gas Conversion. In August 2023, Montour completed its natural gas fuel conversion. Units 1 and 2 are now dispatchable on either coal or natural gas. Permanent retirement of coal at Montour is required by the end of 2025, with an earlier retirement at the Company's election. Montour incurred aggregate conversion capital expenditures of $16 million from May 18 through December 31, 2023 (Successor), $40 million from January 1 through May 17, 2023 (Predecessor) and $90 million for the year ended December 31, 2022 (Predecessor).

Unusual Market Events

Winter Storm Elliott. During December 2022, as a result of Winter Storm Elliott, PJM experienced extreme cold weather conditions that resulted in PJM's declaration of a Capacity Performance event requiring generators to operate at their maximum output capacity. Certain of Talen's generation facilities failed to meet the Capacity Performance requirements set forth by PJM, while Talen's remaining generation facilities met or exceeded their capacity obligations. Talen and certain other market participants filed complaints at FERC against PJM that disputed a portion of the Capacity Performance penalties assessed by PJM. In December 2023, FERC approved a market-

wide settlement that resolved the disputes. Talen's final aggregate net penalty payments of $29 million were remitted during the period from May 18 through December 31, 2023 (Successor) and the period from January 1 through May 17, 2023. See Note 12 in Notes to the Annual Financial Statements for additional information.

Commodity Markets

The following tables summarize average on-peak power prices and natural gas prices for each of the PJM, ERCOT, and WECC markets for the three months ended March 31, 2024 (Successor) and 2023 (Predecessor). During the first quarter 2024, natural gas prices for Texas Eastern M-3 and Houston Ship Channel settled below each of their ten-year averages resulting from reduced demand for natural gas as the regions experienced milder quarterly average temperature conditions. In PJM, the combination of mild temperatures and natural gas prices contributed to the similar on-peak power price settlements experienced during the prior year. In ERCOT and WECC, increased demand resulting from colder-than-average temperatures during January 2024 contributed to higher average on-peak power prices in each region compared to the prior year.

PJM. The average settled market prices for the three months ended March 31 were:

	2024	2023
PJM West Hub Day Ahead Peak - $/MWh	$ 36.03	$ 36.35
PJM PL Zone Day Ahead Peak - $/MWh	29.68	31.43
PJM BGE Zone Day Ahead Peak - $/MWh	38.31	40.18
Texas Eastern M-3 - $/MMBtu	2.90	2.93

The average January and February forward market prices as of March 31 were:

	2024	2023
2025 PJM West Hub Day Ahead Peak - $/MWh	$ 66.52	$ 80.40
2026 PJM West Hub Day Ahead Peak - $/MWh	73.49	83.48
2025 Texas Eastern M-3 - $/MMBtu	5.50	8.80
2026 Texas Eastern M-3 - $/MMBtu	6.31	9.09

The PJM West Hub 2025 and 2026 January and February average on-peak forward prices decreased approximately 1% and 12%, respectively, compared to the prior year.

ERCOT. The average settled market prices for the three months ended March 31 were:

	2024	2023
ERCOT South Hub Day Ahead Peak - $/MWh	$ 31.27	$ 27.46
ERCOT South Hub Day Ahead Spark Spreads - $/MWh(a)	17.79	11.91
Houston Ship Channel - $/MMBtu	1.92	2.23

(a) Spark Spreads are computed based on a heat rate of 7 MMBtu/MWh.

The average July and August forward market prices as of March 31 were:

	2024	2023
2024 ERCOT South Hub Real Time Spark Spreads - $/MWh[(a)]	$ 109.57	$ 51.61
2025 ERCOT South Hub Real Time Spark Spreads - $/MWh[(a)]	81.33	45.63
2026 ERCOT South Hub Real Time Spark Spreads - $/MWh[(a)]	75.14	45.62

(a) Spark Spreads are computed based on a heat rate of 7 MMBtu/MWh.

The ERCOT South Hub Day Ahead Spark Spreads 2024 quarter average settled pices increased approximately 49% compared to the prior year.

The ERCOT South Hub 2024 and 2025 July and August average on-peak forward spark spreads prices increased approximately 112% and 78%, respectively, compared to the prior year.

WECC. The average settled market prices for the three months ended March 31 were:

	2024	2023
Mid-Columbia Day Ahead Peak - $/MWh	$ 113.11	$ 107.98
Sumas - $/MMBtu	3.23	8.26

The average third quarter forward market prices as of March 31 were:

	2024	2023
2024 Mid-Columbia Day Ahead Peak - $/MWh	$ 134.96	$ 180.76
2025 Mid-Columbia Day Ahead Peak - $/MWh	134.99	172.36
2026 Mid-Columbia Day Ahead Peak - $/MWh	122.66	136.66

The Mid-Columbia Day Ahead Peak 2024 quarter average settled prices increased approximately 5% compared to the prior year.

The Mid-Columbia 2024 and 2025 third quarter average on-peak forward prices decreased approximately 25% and 22%, respectively, compared to the prior year.

Capacity Markets

Approximately 85% of our generation capacity is located in markets with capacity products, which are intended to ensure long-term grid reliability for customers by securing sufficient power supply resources to meet predicted future demand. Capacity prices are affected by supply and demand fundamentals, such as generation facility additions and retirements, capacity imports from and exports to adjacent markets, generation facility retrofit costs, non-performance risk premium penalties, demand response products, ISO demand forecasts, reserve margin targets and adjustments to PJM MSOC as determined by the PJM IMM.

PJM Capacity Auctions. Under the RPM, PJM conducts a series of capacity auctions. Most capacity is procured in the auctions conducted each May for the delivery of generation capacity for the PJM Capacity Year, which is three years from the date of the auction. Capacity auctions have recently been delayed, resulting in the auctions being held with less than 3 years between the auctions and the PJM Capacity Year. The capacity market construct provides generation owners the opportunity for some revenue visibility on a multiyear basis. The results of each of these auctions impacts Talen's capacity revenues in the specific PJM Capacity Year.

See "—Capacity Prices" below for additional information on capacity prices and see Note 10 in Notes to the Interim Financial Statements for additional information on the PJM RPM and other PJM matters.

Capacity Prices. The following table displays the PJM Base Residual Auction's cleared capacity prices for the markets and zones in which we primarily operate as of March 31, 2024:

	2024/2025	2023/2024	2022/2023	2021/2022
PJM Capacity Performance ($/MW-day) (a)				
MAAC	$ 49.49	$ 49.49	$ 95.79	$ 140.00
PPL	49.49	49.49	95.79	140.00
BGE	73.00	69.95	126.50	200.30
PSEG	54.95	49.49	97.86	204.29

(a) Displayed prices are from the applicable market publications.

Nuclear Production Tax Credit

The Inflation Reduction Act of 2022 was signed into law in August 2022. Among the Act's provisions are amendments to the Internal Revenue Code to create a nuclear production tax credit program.

The Nuclear PTC program provides qualified nuclear power generation facilities with a $3 per MWh transferable credit for electricity produced and sold to an unrelated party during each tax year. Electricity produced and sold by Susquehanna after December 31, 2023 through December 31, 2032 will qualify for the credit, which is subject to potential adjustments. Such adjustments include inflation escalators, a five-times increase in tax credit value (to $15 per MWh) if the qualifying generation facility meets prevailing wage requirements, and a pro-rata decrease in tax credit value once the annual gross receipts of a qualifying generation facility exceeds $25 per MWh. As the credit is eliminated when the annual gross receipts are equivalent to $43.75 per MWh (adjusted for inflation), the Nuclear PTC program is expected to create a minimum price Susquehanna is expected to receive for its generation. Susquehanna generated approximately 18 million MWh in each of the calendar years 2023, 2022 and 2021.

The credit would be:

Annual Gross Receipts	Credit Amount
$25 per MWh or less	$15 per MWh
Greater than $25 per MWh	Ratably reduced until gross receipts equal $43.75 per MWh, $0 after that threshold

The Inflation Reduction Act's provisions are subject to implementation regulations, whose terms are not yet known. No assurance can be provided as to the magnitude of the benefit to Susquehanna as the Inflation Reduction Act's provisions, including the computations of the Nuclear PTC, are subject to implementation regulations. As such, Talen cannot fully predict the realization of any minimum price for Susquehanna's generation and (or) impacts to Talen's liquidity or results of operations. See Note 4 in Notes to the Interim Financial Statements for additional information on Nuclear PTC revenue recognized.

Seasonality/Scheduled Maintenance

The demand for and market prices of electricity and natural gas are affected by weather. As a result, our operating results in the future may fluctuate substantially on a seasonal basis. For example, a lack of sustained cold weather in the Mid-Atlantic region may suppress regional natural gas prices and reduce our future capacity and energy revenues. Alternatively, above-average temperatures in the summer tend to increase summer cooling electricity demand, energy prices and revenues, and below-average temperatures in the winter tend to increase winter heating electricity demand, energy prices and revenues. Inversely, the milder weather during spring and fall tend to decrease the need for both cooling electricity demand and heating electricity demand. In addition, our operating expenses typically fluctuate geographically on a seasonal basis, with peak power generation during the winter in the Mid-Atlantic region and during the summer in Texas.

We ordinarily perform facility maintenance during lower or non-peak demand periods to ensure reliability during periods of peak usage. The pattern of the fluctuations in our operating results varies depending on the type and location of the power generation facilities being serviced, capacity markets served, the maintenance requirements of our facilities and the terms of bilateral contracts to purchase or sell electricity. The largest and recurring maintenance project is the annual spring refueling outage at Susquehanna. The outages normally occur during late March and into April each year.

Results of Operations

The results of operations presented below should be reviewed in conjunction with the Interim Financial Statements, the Annual Financial Statements, and their respective notes. Our financial results for the three-month

period ending March 31, 2023, the period January 1 through May 17 , 2023, and for the years ended December 31, 2022 and 2021, are referred to as the “Predecessor” periods. Our financial results for the three-month period ending March 31, 2024 and the period from May 18 through December 31, 2023 are referred to as the “Successor” periods. The operating results of the three-month period ending March 31, 2024 and the period May 18 through December 31, 2023 cannot be adequately compared with any of the previous periods reported in the Interim Financial Statements or the Annual Financial Statements. Our results of operations as reported in the Interim Financial Statements and the Annual Financial Statements are prepared in accordance with GAAP.

In the explanations below, “Energy and other revenues” and “Fuel and energy purchases” are evaluated collectively because the price for power is generally determined by the variable operating cost of the next marginal generator dispatched to meet demand. Energy revenues relate to sales to an ISO or RTO, sales under wholesale bilateral contracts or realized hedging activity, Bitcoin revenue and Nuclear PTC revenue. Fuel and energy purchases includes costs for fuel to generate electricity and settlements of financial and physical transactions related to fuel and energy purchases.

In addition, unrealized gains (losses) on derivatives instruments resulting from changes in fair value during the period and are presented separately as revenues within “Operating Revenues” and expenses within “Total Energy Expenses” in the Interim Financial Statements and the Annual Financial Statements. We evaluate them collectively because they represent the changes in fair value of Talen’s economic hedging activities.

Results for the three months ended March 31, 2024 (Successor) and 2023 (Predecessor)

The following table and subsequent sections display the results of operations for the Successor and Predecessor periods:

	Successor	Predecessor
	Three Months Ended March 31, 2024	Three Months Ended March 31, 2023
Capacity revenues	$ 45	$ 66
Energy and other revenues	572	862
Unrealized gain (loss) on derivative instruments	(108)	145
Operating Revenues	**509**	**1,073**
Energy Expenses		
Fuel and energy purchases	(150)	(107)
Nuclear fuel amortization	(35)	(24)
Unrealized gain (loss) on derivative instruments	(27)	(114)
Total Energy Expenses	**(212)**	**(245)**
Operating Expenses		
Operation, maintenance and development	(154)	(177)
General and administrative	(43)	(29)
Depreciation, amortization and accretion	(75)	(132)
Impairments	—	(365)
Other operating income (expense), net	—	(9)
Operating Income (Loss)	**25**	**116**
Nuclear decommissioning trust funds gain (loss), net	75	46
Interest expense and other finance charges	(59)	(104)
Reorganization income (expense), net	—	(39)
Gain (loss) on sale of assets, net	324	—
Other non-operating income (expense), net	23	41
Income (Loss) Before Income Taxes	**388**	**60**
Income tax benefit (expense)	(69)	(14)
Net Income (Loss)	**319**	**$ 46**
Less: Net income (loss) attributable to noncontrolling interest	25	(2)
Net Income (Loss) Attributable to Stockholders (Successor) / Member (Predecessor)	**$ 294**	**$ 48**

Successor Period — Three months ended March 31, 2024

Net Income (Loss) Attributable to Members totaled $294 million for the three months ended March 31, 2024 (Successor). Results were driven by:

- *Capacity Revenues* totaled $45 million. This primarily included earned capacity awards based on resource clearing prices received from the PJM Base Residual Auction for the 2023/2024 delivery period.
- *Energy and Other Revenues, net of Fuel and Energy Purchases*, totaled $422 million. This consisted of: (i) $329 million in third-party wholesale electricity sales and ancillary revenues; (ii) $78 million in other revenue primarily related to Nautilus operations and Nuclear PTC; and (iii) $166 million in net realized gains from hedging activities. Such amounts were partially offset by $(151) million in fuel and purchased power costs.
- *Unrealized Gain (Loss) on Derivative Instruments* totaled $(135) million loss, net. This consisted of: (i) unrealized losses from the reversal of positions previously recognized as mark-to-market assets which settled during the period; and (ii) unrealized losses incurred as a result of increases in forward power prices.
- *Nuclear Fuel Amortization* totaled $(35) million. This consisted of the periodic expense of nuclear fuel costs capitalized as property, plant and equipment. Activity also included $(11) million of amortization on certain nuclear fuel contracts that were recognized at fair value at Emergence.
- *Operation, Maintenance, and Development* totaled $(154) million. This consisted of generation facility operating costs, including wages and benefits for employees, the costs of removal, repairs and maintenance that are not capitalized, contractor costs, and certain materials and supplies.
- *Depreciation, Amortization and Accretion* totaled $(75) million. This consisted of the periodic expense of long-lived property, plant and equipment and ARO accretion.
- *Nuclear Decommissioning Trust Funds Gain (Loss), net*, totaled $75 million. This consisted of realized and unrealized gains on equity securities, dividends, and interest income on investments in the NDT. See Notes 7 and 12 in Notes to the Interim Financial Statements for additional information.
- *Interest Expense and Other Finance Charges* totaled $(59) million. This primarily consisted of interest expense incurred on the Secured Notes and Term Loans.
- *Other Non-operating Income (Expense), net*, totaled $23 million. This primarily consisted of the gain on the sale of the Cumulus Data Center Campus. See Note 17 in Notes to the Interim Financial Statements for additional information.
- *Income Tax Benefit (Expense)* totaled $(69) million. This primarily consisted of federal/state income taxes, effects of permanent nondeductible items, trust tax on the nuclear decommissioning trust income, and changes in the valuation allowance.

Predecessor Period — Three months ended March 31, 2023

Net Income (Loss) Attributable to Member totaled $48 million for the three months ended March 31, 2023 (Predecessor). Results were driven by:

- *Capacity Revenues* totaled $66 million. This primarily included earned capacity awards based on resource clearing prices received from the PJM Base Residual Auction for the 2022/2023 delivery period. Capacity revenues were negatively impacted by $(13) million of net PJM capacity penalties related to the 2022 Winter Storm Elliot. See Note 10 in Notes to the Interim Financial Statements for additional information on PJM capacity penalties.
- *Energy and Other Revenues, net of Fuel and Energy Purchases*, totaled $755 million. This consisted of: (i) $585 million in net realized gains from hedging activities; (ii) $245 million in third-party wholesale electricity sales and ancillary revenues; and (iii) $9 million in other revenue primarily related to Nautilus operations. Such amounts were partially offset by $(84) million in fuel and purchased power costs.
- *Unrealized Gain (Loss) on Derivative Instruments* totaled $31 million gain, net. This consisted of: (i) unrealized gains incurred as a result of decreases in forward power prices; partially offset by (ii) unrealized losses from the reversal of positions previously recognized as mark-to-market assets which settled during the period.
- *Nuclear Fuel Amortization* totaled $(24) million. This consisted of the periodic expense of nuclear fuel costs capitalized as property, plant and equipment.
- *Operation, Maintenance, and Development* totaled $(177) million. This consisted of generation facility operating costs, including wages and benefits for employees, the costs of removal, repairs and maintenance that are not capitalized, contractor costs, and certain materials and supplies.
- *Depreciation, Amortization and Accretion* totaled $(132) million. This consisted of the periodic expense of long-lived property, plant and equipment, and ARO accretion.
- *Impairments* totaled $(365) million. This primarily consisted of the Brandon Shores asset group impairment. See Note 8 in Notes to the Interim Financial Statements for additional information.
- *Nuclear Decommissioning Trust Funds Gain (Loss), net*, totaled $46 million. This consisted of realized and unrealized gains on equity securities, dividends, and interest income on investments in the NDT. See Notes 7 and 12 in Notes to the Interim Financial Statements for additional information.
- *Interest Expense and Other Finance Charges* totaled $(104) million. This primarily consisted of interest expense incurred on prepetition debt and certain LC fees.
- *Reorganization Income (Expense), net*, totaled $(39) million. This primarily consisted of professional fees and make-whole premiums accruals incurred during the Restructuring.
- *Other Non-operating Income (Expense), net*, totaled $41 million. This primarily consisted of non-recurring sale during the period. See Note 17 in Notes to the Interim Financial Statements for additional information on the sale.

Results for the period from May 18 through December 31, 2023 (Successor), the period from January 1 through May 17, 2023 (Predecessor), and the years ended December 31, 2022 and December 31, 2021 (Predecessor)

The following table and subsequent sections display the results of operations for the Successor and Predecessor periods:

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Capacity revenues	$ 133	$ 108	$ 377	$ 444
Energy and other revenues	1,156	1,042	2,035	1,331
Unrealized gain (loss) on derivative instruments	55	60	677	(847)
Operating Revenues	**1,344**	**1,210**	**3,089**	**928**
Energy Expenses				
Fuel and energy purchases	(424)	(176)	(938)	(856)
Nuclear fuel amortization	(108)	(33)	(94)	(96)
Unrealized gain (loss) on derivative instruments	(3)	(123)	(52)	135
Total Energy Expenses	**(535)**	**(332)**	**(1,084)**	**(817)**
Operating Expenses				
Operation, maintenance and development	(358)	(285)	(610)	(584)
General and administrative	(93)	(51)	(106)	(88)
Depreciation, amortization and accretion	(165)	(200)	(520)	(524)
Impairments	(3)	(381)	—	—
Operational restructuring	—	—	(488)	—
Other operating income (expense), net	(30)	(37)	(40)	(15)
Operating Income (Loss)	**160**	**(76)**	**241**	**(1,100)**
Nuclear decommissioning trust funds gain (loss), net	108	57	(184)	196
Interest expense and other finance charges	(176)	(163)	(359)	(325)
Consolidation of subsidiary gain (loss)	—	—	(170)	—
Reorganization income (expense), net	—	799	(812)	—
Other non-operating income (expense), net	102	60	(44)	(48)
Income (Loss) Before Income Taxes	**194**	**677**	**(1,328)**	**(1,277)**
Income tax benefit (expense)	(51)	(212)	35	300
Net Income (Loss)	**143**	**465**	**(1,293)**	**(977)**
Less: Net income (loss) attributable to noncontrolling interest	9	(14)	(4)	—
Net Income (Loss) Attributable to Stockholders (Successor) / Member (Predecessor)	**$ 134**	**$ 479**	**$ (1,289)**	**$ (977)**

Successor Period — May 18, 2023 through December 31, 2023

Net Income (Loss) Attributable to Members totaled $134 million for the period of May 18, 2023 through December 31, 2023 (Successor). Results were driven by:

- *Capacity Revenues* totaled $133 million. This primarily included earned capacity awards based on resource clearing prices received from the PJM Base Residual Auction for the 2023/2024 delivery period. Capacity revenues were positively impacted by $19 million, as a result of the FERC approved settlement agreement for net PJM capacity penalties assessed related to the 2022 Winter Storm Elliot. See Note 12 in Notes to the Annual Financial Statements for additional information on PJM capacity penalties.

- *Energy and Other Revenues, net of Fuel and Energy Purchases*, totaled $732 million. This consisted of: (i) $950 million in third-party wholesale electricity sales and ancillary revenues; (ii) $81 million in other revenue primarily related to Nautilus operations; and (iii) $33 million in net realized gains from hedging activities. Such amounts were partially offset by $(328) million in fuel and purchased power costs.

- *Unrealized Gain (Loss) on Derivative Instruments* totaled $52 million gain, net. This consisted of: (i) unrealized gains incurred as a result of decreases in forward power prices; and (ii) unrealized gains from the reversal of positions previously recognized as mark-to-market liabilities which settled during the period.

- *Nuclear Fuel Amortization* totaled $(108) million. This consisted of the periodic expense of nuclear fuel costs capitalized as property, plant and equipment. Activity also included $(53) million of amortization on certain nuclear fuel contracts that were recognized at fair value at Emergence. See Note 4 in Notes to the Annual Financial Statements for additional information.

- *Operation, Maintenance, and Development* totaled $(358) million. This consisted of generation facility operating costs, including wages and benefits for employees, the costs of removal, repairs and maintenance that are not capitalized, contractor costs, and certain materials and supplies.

- *Depreciation, Amortization and Accretion* totaled $(165) million. This consisted of the periodic expense of long-lived property, plant and equipment and ARO accretion.

- *Nuclear Decommissioning Trust Funds Gain (Loss), net*, totaled $108 million. This consisted of realized and unrealized gains on equity securities, dividends, and interest income on investments in the NDT. See Notes 9 and 14 in Notes to the Annual Financial Statements for additional information.

- *Interest Expense and Other Finance Charges* totaled $(176) million. This primarily consisted of interest expense incurred on the Secured Notes, Term Loans and LMBE-MC TLB.

- *Other Non-operating Income (Expense), net*, totaled $102 million. This primarily consisted of the gain on the PPL/Talen Montana litigation settlement. See Note 12 in Notes to the Annual Financial Statements for additional information.

Predecessor Period — January 1, 2023 through May 17, 2023

Net Income (Loss) Attributable to Members totaled $479 million for the period from January 1, 2023 through May 17, 2023 (Predecessor). Results were driven by:

- *Capacity Revenues* totaled $108 million. This primarily included earned capacity awards based on resource clearing prices received from the PJM Base Residual Auction for the 2022/2023 delivery period. Capacity revenues were negatively impacted by $13 million of net PJM capacity penalties related to the 2022 Winter Storm Elliot. See Note 12 in Notes to the Annual Financial Statements for additional information on PJM capacity penalties.

- *Energy and Other Revenues, net of Fuel and Energy Purchases*, totaled $866 million. This consisted of: (i) $637 million in net realized gains from hedging activities; (ii) $343 million in third-party wholesale

electricity sales and ancillary revenues; and (iii) $27 million in other revenue primarily related to Nautilus operations. Such amounts were partially offset by $(141) million in fuel and purchased power costs.

- *Unrealized Gain (Loss) on Derivative Instruments* totaled $(63) million loss, net. This consisted of: (i) unrealized losses from the reversal of positions previously recognized as mark-to-market assets which settled during the period; and (ii) unrealized gains incurred as a result of decreases in forward power prices.

- *Operation, Maintenance, and Development* totaled $(285) million. This consisted of generation facility operating costs, including wages and benefits for employees, the costs of removal, repairs and maintenance that are not capitalized, contractor costs, and certain materials and supplies.

- *Depreciation, Amortization and Accretion* totaled $(200) million. This consisted of the periodic expense of long-lived property, plant and equipment, and ARO accretion.

- *Impairments* totaled $(381) million. This primarily consisted of the Brandon Shores asset group impairment. See Note 10 in Notes to the Annual Financial Statements for additional information.

- *Nuclear Decommissioning Trust Funds Gain (Loss), net*, totaled $57 million. This consisted of realized and unrealized gains on equity securities, dividends, and interest income on investments in the NDT. See Notes 9 and 14 in Notes to the Annual Financial Statements for additional information.

- *Interest Expense and Other Finance Charges* totaled $(163) million. This primarily consisted of interest expense incurred on the Prepetition Secured Notes, Prepetition RCF, Prepetition TLB, LMBE-MC TLB and certain LC fees.

- *Reorganization Income (Expense), net*, totaled $799 million. This primarily consisted of: (i) $1,459 million gain on debt discharge recognized upon Emergence; and (ii) $460 million loss on revaluation adjustments. See Note 4 in Notes to the Annual Financial Statements for additional information.

- *Other Non-operating Income (Expense), net*, totaled $60 million. This primarily consisted of non-recurring sales during the period. See Note 22 in Notes to the Annual Financial Statements for additional information.

- *Income Tax Benefit (Expense)* totaled $(212) million. This primarily consisted of federal/state income taxes, reorganization adjustments, and changes in the valuation allowance. See Note 7 in Notes to the Annual Financial Statements for additional information.

Predecessor Periods — Year Ended December 31, 2022 vs Year Ended December 31, 2021

- *Capacity Revenues.* $(67) million unfavorable decrease. This primarily consisted of: (i) $(34) million due to lower cleared capacity prices and less MWs cleared through PJM's capacity auction for 2022/2023 PJM Capacity Year compared to the 2021/2022 PJM Capacity Year and partially offset by higher cleared capacity prices and additional MWs cleared in PJM's base capacity auction for the 2021/2022 compared to the 2020/2021 PJM Capacity year; and (ii) $(33) million decrease primarily due to a net PJM capacity penalty related to the 2022 Winter Storm Elliot extreme weather event.

- *Energy and Other Revenues, net of Fuel and Energy Purchases.* $622 million favorable increase. This consisted of: (i) $1 billion increase in margin associated with electric generation resulting from higher realized prices received at our generation facilities partially offset by lower generation volumes; (ii) $(357) million decrease in realized hedges; (iii) $(157) million decrease from losses incurred on early terminated commodity contract agreements; and (iv) $78 million increase due to losses incurred as a result of Winter Storm Uri in 2021.

- *Unrealized Gain (Loss) on Derivative Instruments.* $1.3 billion favorable increase. This consisted of: (i) unrealized gains from the reversal of positions previously recognized as mark-to-market liabilities which settled during the period; and (ii) unrealized gains incurred as a result of decreases in forward power prices.

- *Operation, Maintenance and Development*. $(26) million unfavorable increase. This consisted of: (i) higher operation expense in 2022 throughout PJM due to employee retention payments and an increase in short-term incentive compensation in 2022; and (ii) higher operation and maintenance expense primarily at Susquehanna due to an increase in the cost of material and chemicals, higher utilities, and disposal costs.

- *Operational Restructuring*. $(488) million charge recognized in 2022. This consisted of: (i) $(453) million within PJM, primarily for the charge related to Talen Energy Marketing retail power contracts that were rejected in connection with the Restructuring; and (ii) $(35) million within ERCOT primarily due to the charges for long-term service agreements that were rejected in connection with the Restructuring See Note 3 in Notes to the Annual Financial Statements for additional information on the Restructuring.

- *Other Operating Income (Expense), net.* $(25) million unfavorable increase. This primarily consisted of an increase in expense within PJM for environmental obligation revisions and accrued legal settlements for the Kinder Morgan litigation. See Note 12 in Notes to the Annual Financial Statements for additional information.

- *Nuclear Decommissioning Trust Funds Gain (Loss), net.* $(380) million unfavorable decrease. This consisted of: (i) unrealized losses primarily due to inflation, geopolitics, and rising interest rates weighing on the equity markets in 2022 compared to favorable equity market conditions in 2021; and (ii) an unfavorable change due to realized gains recognized in 2021 as a result of asset portfolio re-balancing activities.

- *Interest Expense and Other Finance Charges.* $(34) million unfavorable increase. This primarily consisted of: interest expense incurred on the Prepetition RCF, DIP TLB, and affiliate borrowing by Montana from TEM.

- *Consolidation of Subsidiary Gain (Loss), net.* $(170) million unfavorable decrease. This consisted of losses recognized from the consolidation of Cumulus Digital Holdings due to a change of control. See Note 2 in Notes to the Annual Financial Statements for additional information.

- *Reorganization income (expense), net.* $(812) million unfavorable increase. This primarily consisted of: (i) $(310) million for Backstop Premiums; (ii) $(210) million for Restructuring professional fees; (iii) $(183) million for make-whole premiums and accrued interest on certain indebtedness; (iv) $(70) million for professional fees incurred to obtain the DIP Credit Agreements; and (v) $(30) million for the write-off of the aggregate prepetition debt issuance cost carrying value.

- *Income tax benefit (expense).* $(265) million unfavorable decrease. This primarily consisted of: (i) $(198) million increase in valuation allowance expense; (ii) $(94) million increase in unfavorable permanent differences; and (iii) $(53) million decrease in federal and state tax benefit due to change in pre-tax book income; partially offset by: (i) $56 million decrease in NDT tax expense; and (ii) $24 million favorable remeasurement of deferred taxes related to a change in the Pennsylvania state rate.

Liquidity and Capital Resources

Our liquidity and capital requirements are generally a function of: (i) debt service requirements; (ii) capital expenditures; (iii) maintenance activities; (iv) liquidity requirements for our commercial and hedging activities, including cash collateral and other forms of credit support; (v) legacy environmental obligations; and (vi) other working capital requirements.

Our primary sources of liquidity and capital include available cash deposits, cash flows from operations, amounts available under our debt facilities and potential incremental financing proceeds. Generating sufficient cash flows for our business is primarily dependent on capacity revenue, the production and sale of power at margins

sufficient to cover fixed and variable expenses, hedging and optimization strategies to manage price risk exposure, and the ability to access a wide range of capital market financing options.

Our hedging strategy is focused on establishing appropriate risk tolerances with an emphasis on protecting cash flows across our generation fleet. Our strong balance sheet provides ample capacity and counterparty appetite for lien-based hedging, which does not require cash collateral posting. Specifically, our hedging strategy prioritizes a first lien-based hedging program in which hedging counterparties are granted a lien in the same collateral securing our first-lien debt obligations. This strategy limits the use of exchange-based hedging and the associated margin requirements, which helps minimize collateral positing requirements. Additionally, there are lower overall hedging needs given the cash-flow stability afforded by the Nuclear PTC and significantly reduced debt service requirements.

We are partially exposed to financial risks arising from natural business exposures including commodity price and interest rate volatility. Within the bounds of our risk management program and policies, we use a variety of derivative instruments to enhance the stability of future cash flows to maintain sufficient financial resources for working capital, debt service, capital expenditures, debt covenant compliance and (or) other needs. See "Business—Our Commercial Risk Management Strategy" for an overview of our hedging and other risk management strategies.

In May 2023, effective with Talen's Emergence, Talen completed several secured financing transactions including the issuance of: (i) $1.2 billion aggregate principal of Secured Notes, due 2030; and (ii) approximately $1.1 billion Term Loans, due 2030. See "—Indebtedness—Exit Financings" below for additional information. This included settling claims under the Plan of Reorganization such as the cash settlement of the following recourse long-term debt and revolver facility outstanding cash borrowings: DIP TLB; Prepetition TLB; Prepetition Secured Notes; and the Prepetition CAF and the settlement of Prepetition Unsecured Notes and PEDFA 2009A Bonds through the issuance of our common stock. Proceeds from the TLC were initially used to collateralize letters of credit. See "—Recent Developments—Emergence from Restructuring" above for additional information on the Restructuring and related financings.

In August 2023, we incurred an additional $290 million in aggregate principal amount of the TLB, resulting in proceeds of $285 million, net of original issue discount and other fees. The additional amount, issued as an additional borrowing under the TLB, constitutes a single series of indebtedness with the existing TLB incurred at Emergence. The proceeds of TES's new debt issuance, together with approximately $12 million of cash on hand at LMBE-MC, were used to fully repay an aggregate $297 million comprised of outstanding principal, accrued interest, and LC fees. The LMBE-MC Credit Agreement along with an aggregate $12 million of outstanding LCs issued under the agreement were terminated at settlement. See Note 13 in Notes to the Annual Financial Statements for additional information on the LMBE-MC Credit Agreement termination.

In March 2024, using proceeds from the sale of Cumulus Data assets, the Cumulus Digital TLF was paid in full, together with all accrued interest and other outstanding amounts. See Note 17 in Notes to the Interim Financial Statements for additional information on the Data Center Campus Sale.

In May 2024, the Company completed a repricing transaction with respect to the TLB and TLC. The new rate applicable to the TLB and TLC is SOFR plus 350 basis points, which reduces the interest rate margin by 100 basis points. The applicable SOFR floor was reduced from 50 to 0 basis points. Additionally, in connection with the repricing, the lenders under the TLB and TLC agreed to: (i) waive any mandatory prepayment obligations in connection with the ERCOT Sale, and (ii) certain other amendments permitting Talen additional capacity for dispositions, restricted payments and investments under the Credit Agreement.

TEC is a holding company that does not (and does not intend to) conduct any business operations or incur material obligations of its own. While we do not expect TEC to incur obligations that it is unable meet due to contractual restrictions on distributions from subsidiaries, certain subsidiaries are subject to such limitations. However, TEC's cash flows are largely dependent on the operating cash flows of TES and TEC's other subsidiaries and the payment of such operating cash flows to TEC in the form of dividends, distributions, loans or otherwise. The Indenture and Credit Facilities restrict the ability of TES to pay dividends or distributions to TEC, subject to certain exceptions. Notable exceptions include the ability to pay dividends or distributions: (1) in an amount not to exceed $160 million, (2) in an unlimited amount so long as TES' pro forma consolidated total net leverage ratio is less than or equal to 1.5 to 1.0 (or, on and after the date the second quarter 2024 financials are due under the Credit Agreement, 2.0 to 1.0), and (3) in an amount not to exceed the sum of: (a) TES' adjusted EBITDA minus 140% of TES' consolidated interest expense, in each case, for the period beginning June 1, 2023 (subject to (i) in the case of the Credit Facilities, compliance with a pro forma consolidated total net leverage ratio of less than or equal to 2.75 to 1.0 (or, after the date the second quarter 2024 financials are due under the Credit Agreement, 3.25 to 1.0) and (ii) in the case of the Indenture, the ability to incur $1 of additional ratio debt), (b) $150 million, (c) equity contributions to TES, and (d) other customary "builder basket" components. See "Risk Factors—Risks Related to Ownership of Our Common Stock—TEC is a holding company; its ability to obtain funds from its subsidiaries is structurally subordinated to existing and future liabilities and preferred equity of its subsidiaries, and the agreements governing our indebtedness contain certain restrictions on distributions of cash to TEC" and "Risk Factors—Financial and Liquidity Risks—Our debt agreements contain various covenants that impose restrictions on TES and certain of its subsidiaries that may affect our ability to operate our business and to make payments on our indebtedness."

See Notes 3, 5, 11 and 20 in Notes to the Annual Financial Statements and Notes 3, 9 and 16 in Notes to the Interim Financial Statements for additional information regarding various liquidity topics discussed below.

Talen Liquidity

	Successor	
	March 31, 2024	December 31, 2023
Cash and cash equivalents, unrestricted	$ 597	$ 400
RCF	544	638
Available liquidity	**$ 1,141**	**$ 1,038**

Based on current and anticipated levels of operations, industry conditions and market environments in which we transact, we believe available liquidity from financing activities, cash on hand and cash flows from operations (including changes in working capital) will be adequate to meet working capital, debt service, capital expenditures and (or) other future requirements for the next twelve months and beyond.

Financial Performance Assurances

	Successor	
	March 31, 2024	December 31, 2023
Outstanding surety bonds	$ 241	$ 240

TES has provided financial performance assurances in the form of surety bonds to third parties on behalf of certain subsidiaries for obligations including, but not limited to, environmental obligations and AROs. Surety bond providers generally have the right to request additional collateral to backstop surety bonds.

Forecasted Uses of Cash

Capital Expenditures and Development Funding. Capital expenditure plans and funding requirements for development activities are revised periodically for changes in operational needs, market conditions, regulatory requirements and cost projections. Accordingly, the expected cash requirements for these projects are subject to revision.

	2024	2025
Generation facilities		
Nuclear fuel	$ 88	$ 113
PJM nuclear generation facility	31	50
PJM fossil generation facilities	34	32
ERCOT and WECC	27	28
Total generation facilities [(a)]	**$ 180**	**$ 223**
Fuel conversion and other [(b)]	10	—
Total	**$ 190**	**$ 223**

(a) Expected capitalized interest on capital expenditures is a non-material amount in 2024 and 2025.
(b) See "—Factors Affecting Our Financial Condition and Results of Operations—Generation Facility Updates—Montour Coal-to-Natural Gas Conversion" above for information.

Projected ARO and Accrued Environmental Liability Cash Flows

We have significant legal obligations related to our ARO and accrued environmental liabilities. Our undiscounted projected spending on AROs and accrued environmental liabilities is presented in the table below. The majority of the estimated non-nuclear spend is related to ash impoundments at Colstrip and Brunner Island. The carrying value of these obligations include certain assumptions, including a rate of inflation of approximately 2.5%. Projections are subject to revision based on changes in estimated inflation rates, changes in the estimated timing of settling AROs and escalating retirement costs. Susquehanna's AROs are expected to be settled with funds available in the NDT at the time of decommissioning. See Note 11 in Notes to the Annual Financial Statements for additional information.

(in millions)	2024	2025	2026	2027	2028	Thereafter
Non-nuclear AROs [(a)]	16	47	69	55	50	319
Accrued environmental liabilities	4	4	6	3	3	14

(a) Certain obligations are: (i) partially supported by surety bonds, some of which have been collateralized with cash and (or) LCs; or (ii) partially prefunded under phased installment agreements.

Indebtedness

Exit Financings. In May 2023, as part of the Exit Financings, Talen consummated several secured financings, the proceeds of which, together with proceeds from the Rights Offering and cash on hand, were used to fund the settlement of the transactions and claims contemplated by the Plan of Reorganization and to provide liquidity and working capital for Talen's business following Emergence. The Exit Financings included the:

- Secured Notes, due 2030, in an aggregate principal amount of $1.2 billion;
- RCF, due 2028, a $700 million revolving credit facility, including LC commitments of $475 million;
- TLB, due 2030, in an aggregate principal amount of $580 million (and subsequently increased to $870 million in August 2023);
- TLC, due 2030, in an aggregate principal amount of $470 million, the proceeds of which are used to cash collateralize LCs under the TLC LCF;

- TLC LCF, which provides commitments for up to $470 million in LCs, cash collateralized with the proceeds of the TLC, and reduced to the extent that borrowings under the TLC are prepaid; and
- Bilateral LCF, which provides commitments for up to $75 million in LCs.

Certain key terms of our post-emergence facilities currently include:

Facility	Maturity	Index	Rate, Applicable Margin, and Amortization	Prepayment Penalty
Secured Notes	June 2030	None	8.625% per annum fixed rate No applicable margin No amortization	**Prior to June 1, 2026:** Redeemable at par plus a customary "make-whole" premium. 10% redeemable during each 12-month period at 103%. 40% redeemable from the proceeds of certain equity offerings at 108.625% **On or after June 1 of the following years:** 2026: 104.313% 2027: 102.156% 2028 and thereafter: 100%
TLB	May 2030	Term SOFR	3.50% per annum applicable margin Amortization 1.00% per annum; paid quarterly	1.00% to the extent prepaid prior to November 8, 2024 in connection with a repricing transaction
TLC (TLC LCF)	May 2030	Term SOFR	3.50% per annum applicable margin No amortization	1.00% to the extent prepaid prior to November 8, 2024 in connection with a repricing transaction
RCF (cash borrowings)	May 2028	Term SOFR	3.50% per annum applicable margin; step-downs to 3.25% and 3.00% based on first lien net leverage ratios in certain fiscal quarters No amortization	None
RCF (LCs)	May 2028	None	0.125% per annum Fronting Fee and 3.50% per annum LC Fees (step-downs to 3.25% and 3.00% based on first lien net leverage ratios in certain fiscal quarters)	None
Bilateral LCF	May 2028	None	3.50% per annum LC Fees and 0.125% per annum Issuance Fee	None

Credit Agreement. The Credit Agreement governs the RCF, TLB, TLC, and TLC LCF.

The Credit Agreement contains customary negative covenants including, but not limited to, limitations on incurrence of liens and additional indebtedness, making investments, payment of dividends, and asset sales. The Credit Agreement also contains customary affirmative covenants. Solely with respect to the RCF, and solely during a compliance period (which, in general, is applicable when the aggregate revolving borrowings and issued revolving LCs (in excess of (i) $50 million of undrawn revolving LCs; and (ii) cash collateralized or backstopped LCs) exceed 35% of the revolving commitments under the RCF), the Credit Agreement includes a covenant that requires TES's consolidated first lien net leverage ratio not to exceed 4.00 to 1.00 as of March 31, 2024 and increasing to 4.25 to

1.00 as of June 30, 2024 and thereafer (to be tested as of June 30, 2024 and thereafter). The financial covenant does not apply to the TLB, TLC, or TLC LCF.

The Credit Agreement also contains customary representations and warranties and events of default. If an event of default occurs under the Credit Agreement, the lenders thereunder are entitled to take various actions, including accelerating amounts due and, in the case of the RCF and the TLC LCF, terminating commitments.

TLC LCF. The TLC LCF provides commitments for up to $470 million in LCs, cash collateralized with the proceeds of the TLC, with commitments thereunder reduced to the extent that borrowings under the TLC are prepaid. The lenders of the TLC have issued LCs totaling $404 million under the TLC LCF, which have been issued either directly to Talen's counterparties or to lenders under the DIP Facilities to backstop LCs that were previously issued (or continued) thereunder and remain outstanding. These LCs are cash collateralized by $472 million as of March 31, 2024 (Successor) which is presented as "Restricted cash and cash equivalents" on the Consolidated Balance Sheets. Additionally, the restricted cash earns interest income, which varies by rate depending on the corresponding letter of credit issuer. The interest income earned on the restricted cash offsets against the calculated effective interest rate for the TLC when determining the computed interest rate.

Bilateral LCF. The Bilateral LC Agreement provides for LC issuances that collectively cannot exceed $75 million and expires in May 2028. The Bilateral LC Agreement contains substantially the same covenants, representations and warranties, and events of default as the Credit Agreement. The Bilateral LCF includes a covenant that requires TES's consolidated first lien net leverage ratio not to exceed 4.00 to 1.00 as of March 31, 2024 and increasing to 4.25 to 1.00 as of June 30, 2024 and thereafter, but such covenant only applies to the extent a compliance period exists under the Credit Agreement. In addition, the Bilateral LC Agreement contains an affirmative covenant requiring disposition of certain minority-owned coal assets. Subject to customary conditions, commitments under the Bilateral LC Agreement can be terminated by the lenders upon an event of default thereunder.

Secured Notes. Interest on the Secured Notes is payable semi-annually on June 1 and December 1 of each year, commencing on December 1, 2023, and at maturity. The Secured Notes are subject to customary negative covenants, including, but not limited to, certain limitations on incurrence of liens and additional indebtedness, making investments, payment of dividends, and transactions involving the Susquehanna assets. The Secured Notes do not contain any financial covenants. The Secured Notes also contain customary affirmative covenants and events of default. If an event of default occurs, the holders of the Secured Notes are entitled to take various actions, including the acceleration of amounts due under the Secured Notes.

Secured ISDAs. Talen Energy Marketing is party to certain Secured ISDAs, a portion of which are continuations of either the Prepetition Secured ISDAs or the DIP Secured ISDAs. Under the Secured ISDAs, TES and the Subsidiary Guarantors provide the applicable counterparties with a first priority lien on and security interest (which ranks pari passu with the liens securing the Credit Facilities and the Secured Notes) in certain assets in lieu of posting collateral in the form of cash equivalents or LCs. The secured obligations under the Secured ISDAs were approximately $61 million as of March 31, 2024 (Successor).

PEDFA Bonds. The PEDFA 2009B and 2009C Bonds remained outstanding following Emergence. These bonds are backstopped by LCs totaling $133 million as of March 31, 2024 (Successor). Each series of PEDFA Bonds was issued by the PEDFA on behalf of TES. TES received the proceeds from the original issuance of each series of PEDFA Bonds pursuant to a separate exempt facilities loan agreement. An unsecured promissory note of TES corresponding to each series of PEDFA Bonds contains principal, interest and prepayment provisions of the respective series.

The PEDFA 2009B and 2009C Bonds accrue interest at a variable rate in accordance with the provisions of the trust indentures which is payable monthly. Obligations under the PEDFA 2009B and 2009C Bonds are supported by two irrevocable, direct-pay LCs, each corresponding to the applicable series, that were issued by a third-party lender in favor of the bond trustee in an amount equal to the outstanding principal of each series plus an interest component. Prior to Emergence, TES's obligation to reimburse the third-party lender for payments made under each irrevocable, direct-pay LC was in turn supported by a corresponding backstop LC issued in favor of such lender. Upon Emergence, the backstop LCs were terminated and the direct-pay LCs are outstanding under the TLC LCF.

The PEDFA 2009B and 2009C Bonds: (i) are subject to mandatory purchase by TES at the option of each holder with at least seven days' advance notice; (ii) may be redeemed at the option of TES at any time prior to their stated maturity date at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date; (iii) are subject to mandatory purchase and optional remarketing upon conversion to an interest rate other than the daily rate as defined in the trust indentures or upon the cancellation, termination, expiration or substitution of the irrevocable, direct-pay LC corresponding to the applicable series; and (iv) are subject to mandatory purchase upon an event of default under the Credit Agreement.

Each series of PEDFA Bonds is subject to customary affirmative and negative covenants appropriate for such indebtedness. The loan agreements relating to the PEDFA Bonds do not limit TES's ability to incur additional secured or unsecured indebtedness. Each series of PEDFA Bonds also contains customary events of default. If an event of default occurs, the holders of each series of PEDFA Bonds will be entitled to take various actions, including the acceleration of any outstanding amounts due. The Restructuring constituted an event of default under PEDFA Series 2009A bonds, but was not an event of default under the PEDFA 2009B and 2009C Bonds. The PEDFA 2009B and 2009C Bonds continue to be supported by the irrevocable, direct-pay LCs described above and TES continues to perform its associated reimbursement obligations. For additional information about the PEDFA 2009B Bonds and 2009C Bonds, see "Prospectus Summary—Recent Developments—Remarketing of PEDFA Bonds."

Cash Flow Activities

Cash flow activities for the three months ended March 31, 2024 (Successor) and 2023 (Predecessor)

The net cash provided by (used in) operating, investing and financing activities for the three months ended March 31 were:

	Successor	Predecessor
	2024	2023
Operating activities	$ 173	$ 744
Investing activities	265	(118)
Financing activities	(259)	(28)

Successor Period — Three months ended March 31, 2024

- *Operating Cash Flows.* Cash provided by (used in) operating activities totaled $173 million. This primarily consisted of cash provided from operations of the Company.
- *Investing Cash Flows.* Cash provided by investing activities totaled $265 million. Talen initially received $339 million of proceeds, net from the Cumulus Data Center Campus Sale. Partially offsetting this inflow were capital expenditures that totaled $(66) million that primarily consisted of $(41) million for nuclear-fuel expenditures. See Note 17 in Notes to the Interim Financial Statements for additional information on the Cumulus Data Center Sale.
- *Financing Cash Flows.* Cash (used) by financing activities totaled $(259) million. This primarily consisted of $(182) million for the repayment of the Cumulus Digital TLF in March 2024 using a portion of the proceeds from the Cumulus Data Center Campus Sale; $(39) million for the repurchase of noncontrolling interests held by affiliates of Orion and two former members of Talen senior management; and $(30) million to purchase treasury stock.

Predecessor Period — Three months ended March 31, 2023

- *Operating Cash Flows.* Cash provided by operating activities totaled $744 million. This consisted of cash provided from the operations of the Company, including declines in accounts receivable and in collateral deposits paid.
- *Investing Cash Flows.* Cash (used in) investing activities totaled $(118) million. This primarily consisted of capital expenditures offset by $29 million in proceeds from the sale of non-core assets. Capital expenditures, including those for nuclear fuel, totaled $(130) million and consisted of: (i) $(84) million primarily for capital projects including the Montour fuel conversion, growth projects at Cumulus Data and Nautilus; and (ii) $(46) million for nuclear-fuel expenditures. See Note 17 in Notes to the Interim Financial Statements for additional information on the sale.
- *Financing Cash Flows.* Cash (used in) financing activities totaled $(28) million. This consisted of primarily of a final payment in January 2023 on terminated economic hedges that that were terminated in March 2022 but had deliveries until January 2023.

Cash flow activities for the period from May 18 through December 31, 2023 (Successor), the period from January 1 through May 17, 2023 (Predecessor), and the years ended December 31, 2022 and December 31, 2021 (Predecessor)

The net cash provided by (used in) operating, investing and financing activities for the Successor period from May 18, 2023 through December 31, 2023 and Predecessor periods from January 1, 2023 through May 17, 2023 and the years ended December 31, 2022 and 2021 were:

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Operating activities	$ 402	$ 462	$ 187	$ (294)
Investing activities	(171)	(157)	(368)	(280)
Financing activities	(84)	(539)	426	956

Successor Period — May 18, 2023 through December 31, 2023

- *Operating Cash Flows.* Cash provided by operating activities totaled $402 million. This primarily consisted of: (i) cash provided from operations; and (ii) the net receipt of $104 million, related to the settlement of the PPL litigation.
- *Investing Cash Flows.* Cash (used in) investing activities totaled $(171) million. Capital expenditures, including those for nuclear fuel, totaled $(161) million and primarily consisted of: (i) $(116) million for capital projects including the Montour fuel conversion and projects at Cumulus Data; and (ii) $(45) million for nuclear-fuel expenditures.
- *Financing Cash Flows.* Cash (used) by financing activities totaled $(84) million. This primarily consisted of $(59) million for payments to Riverstone to settle warrants and to repurchase Riverstone's noncontrolling interest in Cumulus Digital Holdings. See Note 16 in Notes to the Annual Financial Statements for additional information on these transactions.

Predecessor Period — January 1, 2023 through May 17, 2023

- *Operating Cash Flows.* Cash provided by operating activities totaled $462 million. This consisted of cash provided from the operations of the Company, including declines in accounts receivable, partially offset by payments made for accrued interest and other claims at Emergence.

- *Investing Cash Flows.* Cash (used in) investing activities totaled $(157) million. This primarily consisted of capital expenditures offset by $46 million in proceeds from the sale of non-core assets. Capital expenditures, including those for nuclear fuel, totaled $(187) million and consisted of: (i) $(138) million for capital projects including the Montour fuel conversion, growth projects at Cumulus Data and Nautilus, and Susquehanna activities; and (ii) $(49) million for nuclear-fuel expenditures. See Note 22 in Notes to the Annual Financial Statements for additional information on the sales.

- *Financing Cash Flows.* Cash (used in) financing activities totaled $(539) million. This consisted of $(1.9) billion net cash outflow due to the net effect of issuances and repayments of Prepetition Secured Indebtedness and make-whole premiums partially offset by $1.4 billion of cash contributions from the Rights Offering. See Note 3 in Notes to the Annual Financial Statements for additional information.

Predecessor Periods — Year Ended December 31, 2022 vs Year Ended December 31, 2021

Operating Cash Flows. Cash (used by) operating activities increased by $481 million. This consisted of:

	Change	
Energy and Other Revenues, net of Fuel and Energy Purchases between periods (See "Results of Operations"	$	622
Increase in cash collateral deposits paid to counterparties		(50)
Overall lower recourse interest payments due to stayed interest payments during the Restructuring partially offset in increases of interest paid on the Talen Commodity Accordion RCF issued in December 2021and on the DIP TLB issued in May 2022)		35
Lower capacity payments between periods (See "Results of Operations")		(67)
Higher operation and maintenance expenditures between periods (See "Results of Operations")		(26)
Other changes in cash provided by (used in) operating activities		(33)
Total	**$**	**481**

Investing Cash Flows. Cash provided by (used in) investing activities had an unfavorable increase of $88 million. This consisted of:

	Change	
Higher contributions to equity method and preferred equity investments.	$	(97)
Higher capital expenditures between periods for the Montour fuel conversion		(87)
Higher capital expenditures between periods on the renewable, battery and digital infrastructure growth projects		(22)
Increase in cash and restricted cash due to consolidation of affiliate subsidiaries, TRF and Cumulus Digital Holdings		123
Other changes in cash provided by (used in) investing activities		(5)
Total	**$**	**(88)**

In September 2022, TES consolidated Cumulus Digital Holdings. In the preceding table: (i) amounts contributed by TES for Cumulus Digital Holdings projects before consolidation of Cumulus Digital Holdings are displayed as changes in equity method and preferred equity investment contributions; and (ii) amounts incurred by Cumulus Digital Holdings for growth projects after consolidation of Cumulus Digital Holdings are displayed as changes in growth capital expenditures.

Financing Cash Flows. Cash provided by (used in) financing activities had an unfavorable decrease of $(530) million. This consisted of:

	Change	
Proceeds, net of premium paid on Talen Commodity Accordion RCF in 2021	$	(827)
Net proceeds and repayments of the Prepetition Deferred Capacity Obligations between periods		(337)
Net proceeds and repayments of the Prepetition Inventory Repurchase Obligations in 2022		(165)
Proceeds from the issuance of PEDFA Bonds in 2021		(131)
Payments made on the termination of certain economic hedge contracts		(104)
Higher LMBE-MC 2025 TLB repayments between periods		(25)
Higher debt issuance costs between periods		(36)
Proceeds, net of premium paid on DIP TLB in 2022		987
Repayment of 4.6% Senior Notes due December 2021 at maturity		114
Other changes in cash provided by (used in) operating activities		(6)
Total	**$**	**(530)**

Contractual Obligations and Commitments

Guarantees of Subsidiary Obligations

TES guarantees certain agreements and obligations for its subsidiaries. Certain agreements may contingently require payments to a guaranteed or indemnified party. See Note 10 in Notes to the Interim Financial Statements and Note 12 in Notes to the Annual Financial Statements for additional information regarding guarantees.

Quantitative and Qualitative Disclosures About Market Risk

The forward-looking information presented below provides estimates of what may occur in the future, assuming certain adverse market conditions and model assumptions. Actual future results may differ materially from those presented. These disclosures are not precise indicators of expected future losses, but only indicators of possible losses under normal market conditions at a given confidence level.

Commodity Price Risk

Volatility in the wholesale power generation markets provides uncertainty in the future performance and cash flows of the business. The price risk Talen is exposed to includes the price variability associated with future sales and (or) purchases of power, natural gas, coal, uranium, oil products, environmental products and other energy commodities in competitive wholesale markets. Several factors influence price volatility, including: seasonal changes in demand; weather conditions; available regional load-serving supply; regional transportation and (or) transmission availability; market liquidity; and federal, regional and state regulations.

Within the parameters of our risk policy, we generally utilize conventional first lien, exchange-traded and over-the-counter traded derivative instruments, and in certain instances, structured products, to economically hedge the commodity price risk of the forecasted future sales and purchases of commodities associated with our generation portfolio.

Margin Sensitivities

The table below displays sensitivities for changes in projected margins based upon consistent changes in power prices across our entire portfolio. Actual price changes may differ by market and commodity, which could result in different results than displayed.

The base case for these sensitivities incorporates market prices, our economic hedge position, expected PTC, and expected generation (including cost inputs and planned outages) as of December 31, 2023 (Successor):

	Sensitivity Range		2024 Margin Effect (a)		2025 Margin Effect (a)	
	Low	High	Low	High	Low	High
Change in power price per $/MWh (b)	$ (5.00)	$ 5.00	$ (55)	$ 65	$ (98)	$ 107

(a) Margin price sensitivities hold constant certain microeconomic and macroeconomic factors that may impact our margin and the impact of changes in prices; value in millions and includes value of PTC.

(b) Power price sensitivities hold market heat rate constant for each month; therefore, gas prices are adjusted accordingly.

Interest Rate Risk

Talen is exposed to interest rate risk from the possibility that changes in interest rates will affect future cash flows associated with existing floating rate debt issuances. To reduce interest rate risk, derivative instruments are utilized to economically hedge the interest rates for a predetermined contractual notional amount, which results in a cash settlement between counterparties. To the extent possible, first lien interest rate fixed-for-floating swaps are utilized to hedge this risk.

The following table displays the net fair value of interest rate swaps (including accrued interest, if applicable) outstanding at December 31, 2023 (Successor):

	Notional Exposure	Asset (Liability)	10% Adverse Movement (a)	Maturities Through
Interest rate swaps	$ 290	$ (5)	$ (3)	2026

(a) Effect of a 10% adverse interest rate movement decreases assets or increases liabilities, as applicable, which could result in an asset becoming a liability.

Additionally, we are exposed to a potential increase in interest expense and to changes in the fair value of debt. The estimated impact of a 10% adverse movement in interest rates at December 31, 2023 (Successor) would have caused a $6 million increase in interest expense and a $53 million increase in the fair value of debt compared with a non-material increase in interest expense and a $11 million increase in the fair value of the debt at December 31, 2022 (Predecessor).

Credit Risk

Credit risk is the risk of financial loss if a customer, counterparty, or financial institution is unable to perform or pay amounts due causing a financial loss to Talen. Financial assets are considered credit-impaired when facts and circumstances reasonably indicate an event has occurred where the carrying value of the asset will not be recovered through cash settlement. Such events may include deterioration of a customer's or counterparty's financial health leading to a probable bankruptcy or reorganization, a breach of contract, or other economic reasons. Credit risk is inherent within cash and cash equivalents, restricted cash and cash equivalents, derivative instruments, and primarily within accounts receivable. The maximum amount of credit exposure associated with financial assets is equal to the carrying value. The carrying values of derivative instruments consider the probability that a counterparty will default when contracts are out of the money (from the counterparty's standpoint). Additionally, a credit impairment is recognized on receivables when facts indicate a high probability that amounts owed to Talen will not be paid. Such allowances are presented as "Accounts receivable, net" on the Consolidated Balance Sheets. As of December 31, 2023 (Successor) and December 31, 2022 (Predecessor), there were no material credit impairments.

We maintain credit procedures with respect to counterparty credit (including requirements that counterparties maintain specified credit standards) and require other assurances in the form of credit support or collateral in certain circumstances in order to limit counterparty credit risk. However, we have concentrations of suppliers and customers among electric utilities, financial institutions, marketing and trading companies and the U.S. government. These

concentrations may impact our overall exposure to credit risk, positively or negatively, as counterparties may be similarly affected by changes in economic, regulatory or other conditions.

See Note 5 in Notes to the Annual Financial Statements for additional information on credit risk.

Investment Price Risk

In accordance with certain NRC requirements, Susquehanna maintains trust funds comprised of restricted assets that were established in order to fund its proportional share of Susquehanna's future decommissioning obligations. As of December 31, 2023 (Successor), the NDT was invested primarily in domestic equity securities, fixed-rate, fixed-income securities and short-term cash-equivalent securities and is presented as fair value on the Consolidated Balance Sheets. The mix of securities is intended to provide returns sufficient to fund Susquehanna Nuclear's decommissioning and to compensate for inflationary increases in decommissioning costs. However, the equity securities included in the NDT are exposed to price fluctuation in equity markets, and the values of fixed-rate, fixed-income securities are primarily exposed to changes in interest rates. We actively monitor the investment performance and periodically review the asset allocation in accordance with our nuclear decommissioning trust investment policy statement.

As of December 31, a hypothetical 10% increase in interest rates and a 10% decrease in equity values would have resulted in:

	Successor	Predecessor
	2023	2022
Estimated increase (decrease) in the fair value of NDT assets	$ (91)	$ (85)

See Notes 9 and 14 in Notes to the Annual Financial Statements for additional information regarding the Susquehanna NDT.

Cybersecurity

Talen maintains policies and controls designed to identify, assess, manage, mitigate, and respond to cybersecurity threats. Our cybersecurity risk mitigation strategy is established at board management level and is implemented by the business units in which the potential threats may occur. The Company maintains business continuity and disaster recovery plans that are expected to be deployed in response to a significant cyberattack.

Cybersecurity and Risk Mitigation

Our cybersecurity policies incorporate standards and (or) recommendations issued by the National Institute of Standards and Technology, the International Organization for Standardization, the NRC, and NERC. These standards: (i) provide guidelines for organizations to establish, implement and improve their information security management system; (ii) form a framework for an intelligence-driven multilayered risk mitigation strategy which incorporates advanced security measures; and (iii) attempt to protect digital computer and communications systems and equipment against cyberattacks that would materially and adversely affect our operational safety, security, or emergency preparedness. We deploy, configure, and maintain technologies designed to enforce security policies, detect and protect against cybersecurity threats, and help safeguard our material assets.

Our digital and cybersecurity controls are augmented with physical controls such as security systems, security site plans, security systems monitoring, and access control to mitigate physical security risks at our facilities. Talen's procurement policies and organizational controls require vendors to be assessed and vetted, with an enhanced protocols on purchases and installations involving nuclear equipment. Additionally, cybersecurity assessments and monitoring are performed on significant third-party service providers. This process involves reviewing the supplier's available cybersecurity controls and test of controls results. Additionally, where warranted, we request a detailed cybersecurity questionnaire from our vendors to assess the vendor's practices and preparedness in addressing cyber threats.

Through a multi-functional coordinated effort, Talen assesses and mitigates cybersecurity risks based on likelihood of the risk and potential impact to the Company and its stakeholders. Such risks are identified using tactical, operational and compliance-based approaches. Each risk and associated consequences of each risk, should they materialize, are evaluated using likelihood of occurrence considering existing controls.

The relevant operational employees, corporate employees, as well as certain contractors are each required to complete cybersecurity awareness, technical, and specialized training programs. Mandatory technical training is provided to personnel performing, verifying, or managing cybersecurity activities. Specialized training is required for individuals who have programmatic and procedural cybersecurity authority to develop the necessary skills and knowledge to execute a cyber defensive strategy. Responses for cybersecurity incidents are implemented through qualifications, training, and mandatory annual exercises, cyber crisis response simulations, and annual training exercises to assess the Company's ability to adapt to information and operational technology threats.

We conduct regular monitoring of our environment either directly or through third-party organizations working on our behalf. In addition to the real-time monitoring, third parties conduct periodic vulnerability assessments on protective systems. To measure its non-nuclear cybersecurity framework maturity, Talen utilizes internal and external audits and assessments, vulnerability testing, and governance processes over outsourced service providers. The nuclear cybersecurity program is inspected biennially by the NRC and assessed annually by quality assurance audit. Nuclear vulnerability management is implemented in collaboration with Department of Homeland Security and the Cybersecurity & Infrastructure Security Agency.

We have an established Cyber Incident Response Plan (CIRP) to manage cybersecurity incidents. CIRP is structured to respond to and manage the effects of cyber events and, if necessary, includes steps for notifying the applicable regulatory and government authorities. Under the CIRP, cybersecurity incidents are escalated based on materiality throughout our business to the Senior Vice President of IT, Chief Administrative Officer, Chief Nuclear Officer, Chief Fossil Officer, General Counsel, Chief Financial Officer, Chief Executive Officer and (or) our Board of Directors. These escalation protocols are in place to ensure that relevant stakeholders are informed promptly to enable appropriate mitigation efforts, regulatory notifications, and (or) cooperation with authorities as necessary.

Governance

The Audit Committee of the Board of Directors oversees Talen's cybersecurity risk exposures and the steps taken by management to monitor and mitigate cybersecurity risks. Periodic reports are given by senior management to the Committee about material cyber events and our mitigation efforts. Cybersecurity risks are reviewed by the Board of Directors, at least annually.

The senior executive team is responsible for coordination of cybersecurity across the Company. Our cybersecurity teams, which include professionals certified with Certified Information Systems Security Professional credentials, are responsible for assessing and managing the Company's cyber risk management protocols in their respective areas regarding the prevention, detection, mitigation, and remediation of material cybersecurity incidents as well as communicating risk management matters to key stakeholders. The cybersecurity teams have experience selecting, deploying, and operating cybersecurity technologies, initiatives, and processes, and relies on threat intelligence as well as other information obtained from governmental, public, or private sources. In coordination with Talen senior management, the SVP of IT and the relevant cybersecurity teams review risk management strategy to mitigate cybersecurity risks. Additionally, as needed, the Company engages specialists, consultants, auditors, and (or) other third parties to assist with assessing, identifying, and managing cybersecurity risks.

While cybersecurity incidents have not materially affected the Company, its business strategy, results of operations or financial condition to date, no assurance can be provided that the Company would not be subject to a significant cyber incident in the future. See Risk Factors for additional information on the Company's cybersecurity risks.

Critical Accounting Policies and Estimates

Financial statements prepared in conformity with GAAP require the application of appropriate accounting policies to form the basis of estimates utilizing methods, judgments, and (or) assumptions that materially affect: (i)

the measurement and carrying values of assets and liabilities as of the date of the financial statements; (ii) the revenues recognized and expenses incurred during the presented reporting periods; and (iii) financial statement disclosures of commitments, contingencies, and other significant matters. Such judgments and assumptions may include significant subjectivity due to inherent uncertainties of future events which exist to such an extent that there is a reasonable likelihood that materially different amounts would have been reported under different conditions or if different assumptions had been used. We believe the following areas contain the most significant accounting judgments, the highest levels of subjectivity, or relate to uncertain matters that are susceptible to material changes in estimates that are critical to understanding the Company's financial results. Due to such inherent uncertainties, actual results may differ substantially from estimates and (or) estimates may change materially in periods where new information becomes known. Management develops these estimates based on best available information, historical experience, and subject matter experts. See Note 2 in Notes to the Annual Financial Statements for additional information on accounting policies for each of the following topics.

Derivative Instruments

"Derivative instruments," which assist with commodity-price management by our commercial function, is presented on our Consolidated Balance Sheets at fair value, either as an asset or liability, and are comprised primarily of power and natural gas commodity contracts. Derivative identification is challenging. While a conventional financially settled contract, such as swap or option, generally contains standard terms that facilitate its identification as a derivative instrument, judgment is required to determine whether contracts to buy or sell commodities with physical delivery or contracts that contain certain embedded settlement or fluctuating price features meet the definition of a derivative instrument. This judgment typically includes, among other things, an evaluation of the contract, its expected cash flows and the activity levels of its principal market. Additionally, judgment is required to determine if a commodity contract intended for physical delivery meets an allowable exemption prior to accounting for its income effects under the accrual accounting method rather than at fair value. This typically includes assumptions regarding the probability of physical delivery and the quantities used in normal business activities.

As the Company's derivative contracts generally settle within future time periods supportable by commodity exchange markets and the frequent occurrence of commercial transactions, the majority of our derivative contracts utilize quoted prices in active markets or other observable market inputs to determine fair value. However, such prices are expected to be subject to volatility between periods based on weather, local market events, macroeconomic trends, and (or) other events and factors. Accordingly, changes in fair value for contracts identified as derivatives may result in material changes to unrealized gains or losses presented on the Consolidated Statements of Operations between periods. Changes in fair value of commodity derivatives are presented as "Unrealized gain (loss) on derivative instruments," as a component of either "Operating Revenues" or "Fuel and energy purchases" on the Consolidated Statements of Operations, in a consistent manner with the presentation of its realized net gains or losses.

See Note 5 in Notes to the Annual Financial Statements for additional information on derivative instruments.

Nuclear Decommissioning Asset Retirement Obligations

We have significant legal obligations associated with Susquehanna's decommissioning. Susquehanna's Unit 1 and Unit 2 licenses, if not renewed, will expire in 2042 and 2044, respectively, at or before which time the units will shut down.

Judgment is required to make reasonable ARO assumptions regarding the range of likely outcomes, for cost estimates, as these obligations are not expected to be paid until years or decades in the future, and potentially many years after shutdown. Inflation rates and discount rates may be subject to revision until the ARO settlement date. As such, changes in assumptions to the range of likely outcomes could result in different cash outlay for AROs at the settlement date than the current carrying value of the ARO on our Consolidated Balance Sheets. Susquehanna periodically assesses its ARO through third-party engineering studies in order to determine expected scope, costs, and timing of decommissioning activities. Generally, its decommissioning cost study is updated every 7 years. As part of the annual cost study update process, we and the third-party engineering firm evaluate cost projections based on the latest engineering techniques and the latest information which incorporates nuclear plant retirements in the industry. We incorporate the results of the study as well as our experience, knowledge and professional judgment to the specific characteristics of Susquehanna's decommissioning plan to update the carrying value of the ARO.

AROs are recognized at fair value at the time of installation and as an increase to property, plant, and equipment. The income effect of AROs is generally presented as "Depreciation, amortization and accretion" on our Consolidated Statements of Operations through the expected ARO settlement date. However, for an asset that has a fully depreciated property, plant, and equipment carrying value, revisions in ARO estimates have an immediate effect in earnings. Revisions to the estimated ARO are presented as "Other operating income (expense), net" on our Consolidated Statements of Operations.

See Note 11 in Notes to the Annual Financial Statements for additional information on AROs.

Recoverability of Long-Lived Assets

Property, plant, and equipment used in operations are assessed for impairment whenever changes in facts and circumstances indicate the carrying amount of the asset group may not be recoverable. Judgment exists in identifying these events. In certain instances, the events could be external to us and may include, among other events, changes in the economic environment, such as a decrease in the market price of an asset, significant changes to market rules and regulations in the power markets in which we operate and changes in federal or state environmental regulations that would materially affect the cash flows of our generation fleet. In other instances, the events result from negative financial trends, physical damage to assets or decisions of management regarding strategic initiatives, such as sales of assets, generation facility retirements or significant changes in planned capital expenditures or operating costs.

Individual assets are grouped for impairment purposes at the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of other assets and liabilities. There is significant judgment in identifying the lowest level of independent cash flows in the merchant power market given certain groups of our generation facilities participate in the same market. In determining the appropriate level of aggregation, we considered the manner in which we make economic decisions regarding the revenue and commercial activities of the generation facilities and the manner in which we make operational and maintenance decisions. Accordingly, we generally aggregate assets for impairment at the reporting unit level, unless there are additional facts and circumstances present which indicate that an asset should be tested for recoverability on a standalone basis. Periodically, we evaluate whether conditions such as changes in market conditions, regulatory changes, or other events require a change in aggregation.

If there is an indication the carrying value of an asset group may not be recovered, we review the expected future cash flows of the asset group. If the sum of the undiscounted pre-tax cash flows is less than the carrying value of the asset group, the asset group is written down to its estimated fair value. Fair value for property, plant, and equipment may be determined by a variety of valuation methods including third-party appraisals, market prices of similar assets, and present value techniques. However, as there is generally a lack of quoted market prices for long-lived assets, the fair value of impaired assets is typically determined based on the present values of expected future cash flows using discount rates which are believed to be consistent with those used by principal market participants. The estimated cash flows and related fair value computations consider all available evidence as of the date of the review such as estimated future generation volumes, capacity prices, energy prices, operating costs, and capital expenditures.

Impairment charges are presented on our Consolidated Statements of Operations in the period in which the impairment determination is made.

See Note 10 in Notes to the Annual Financial Statements for additional information on recognized impairments.

Postretirement Benefit Obligations

Our subsidiaries sponsor postemployment benefits that include defined benefit pension plans and health and welfare postretirement plans (other postretirement benefit plans). Accounting for defined benefit pensions and other postretirement benefits involves significant estimates to determine projected benefit obligations and company contribution requirements, which inherently require assumptions be made regarding many uncertainties. Such uncertainties include discount rates, expected return on assets, expected wages for participants at retirement, estimated retirement dates, mortality rates and future health care costs. Over a period of time, we are required to fund all vested benefits for postretirement defined benefit pension plans through plan assets, investment returns or contributions to the plans.

Actuarial assumptions required under GAAP to determine the projected benefit obligations and actuarial assumptions required under the Employee Retirement Income Security Act to determine contribution assumptions differ in their objectives. Actuarial assumptions regarding projected benefit obligations under GAAP affect the net periodic defined benefit cost presented within our Consolidated Statements of Operations. Actuarial assumptions used in the computation to estimate required contributions to the plan affect funding requirements over a period of time.

We are responsible for the estimates regarding our postemployment benefits. However, we engage actuarial firms, who apply professional standards in the determination of the judgmental assumptions for plan contributions, to estimate both the contribution requirements for postemployment benefits and the associated projected benefit obligations under GAAP.

Projected benefit obligations are particularly sensitive to expected return on plan assets and the discount rate. The expected return on plan assets is the estimated long-term rates of return on plan assets that will be earned over the life of each plan. These projected returns reduce the net periodic defined benefit costs. The discount rate is used to compute the present value of benefits, which is based on projections of benefit payments to be made in the future. The objective in selecting the discount rate is to measure the single amount that, if invested at the measurement date in a portfolio of high-quality debt instruments, would provide the necessary future cash flows to pay the accumulated benefits when due. Please see Note 15 in Notes to the Annual Financial Statements for the weighted-average assumptions used for discount rate and expected return on plan assets for all plans.

A variance in the discount rate or expected return on plan assets could have a significant impact on postretirement benefit obligations and annual net periodic pension costs. The following table displays the estimated increase / (decrease) of a 1% increase and a 1% decrease in the discount rate and expected return on plan assets on the postretirement benefit obligation and net periodic pension cost as of December 31, 2023.

	Sensitivity	
Actuarial Assumption	**1% Increase**	**1% Decrease**
Discount rate		
Postretirement benefit obligation	$ (131)	$ 157
Net periodic pension cost	5	(5)
Expected return on plan assets		
Net periodic pension cost	(10)	10

Income Taxes

Significant management estimates and judgments are involved to determine the provision for income taxes, deferred tax assets and liabilities and valuation allowances.

An assessment is performed on a quarterly basis to determine the likelihood of realizing deferred tax assets. This assessment includes evaluating positive and negative evidence, such as: (i) creation and timing of future taxable income associated with the reversal of deferred tax liabilities in excess of deferred tax assets; (ii) expiration of net operating losses; and (iii) historical amounts of income or losses. Based on this assessment, valuation allowances are utilized to reduce deferred tax assets to the extent necessary to result in an amount that is more likely than not to be realized in future periods.

Actual income taxes could vary from estimated amounts due to the future impacts of various items, including changes in income tax laws, forecasted financial conditions and results of operations in future periods, as well as results of audits and examinations of filed tax returns by taxing authorities. See Note 7 in Notes to the Annual Financial Statements for additional information on income taxes.

Recent Accounting Pronouncements

See Note 2 in Notes to the Annual Financial Statements for a description of recently adopted accounting pronouncements and recently issued accounting pronouncements not yet adopted.

BUSINESS

Our Business

Talen owns and operates power infrastructure in the United States. We produce and sell electricity, capacity and ancillary services into wholesale power markets in the United States, primarily in PJM and WECC, with our generation fleet principally located in the Mid-Atlantic and Montana. We recently completed the sale of our ERCOT fleet. See "Prospectus Summary—Recent Developments—ERCOT Sale" for additional information. The majority of our generation is produced at zero-carbon nuclear and lower-carbon gas-fired facilities and we are continuing our decarbonization efforts. In addition, as part of our Cumulus digital infrastructure and energy transition platform, we developed, and recently sold to AWS, the Cumulus Data Campus adjacent to our zero-carbon Susquehanna nuclear facility that will utilize carbon-free, low-cost energy provided directly from the plant, providing both an attractive source of demand for the plant and a new source of incremental revenues for us. See "Prospectus Summary—Recent Developments—Cumulus Data Campus Sale " for additional information. In 2023, we generated enough power for over 3 million average American homes (based on the U.S. Energy Information Administration's 2022 estimate of 10,791 KWh per home). In the first three months of 2024, Talen generated $319 million of net income and approximately $289 million of Adjusted EBITDA. "Summary Historical and Unaudited Pro Forma Condensed Consolidated Financial Information—Non-GAAP Financial Measures" contains a description of Adjusted EBITDA and a reconciliation to the most directly comparable GAAP measure.

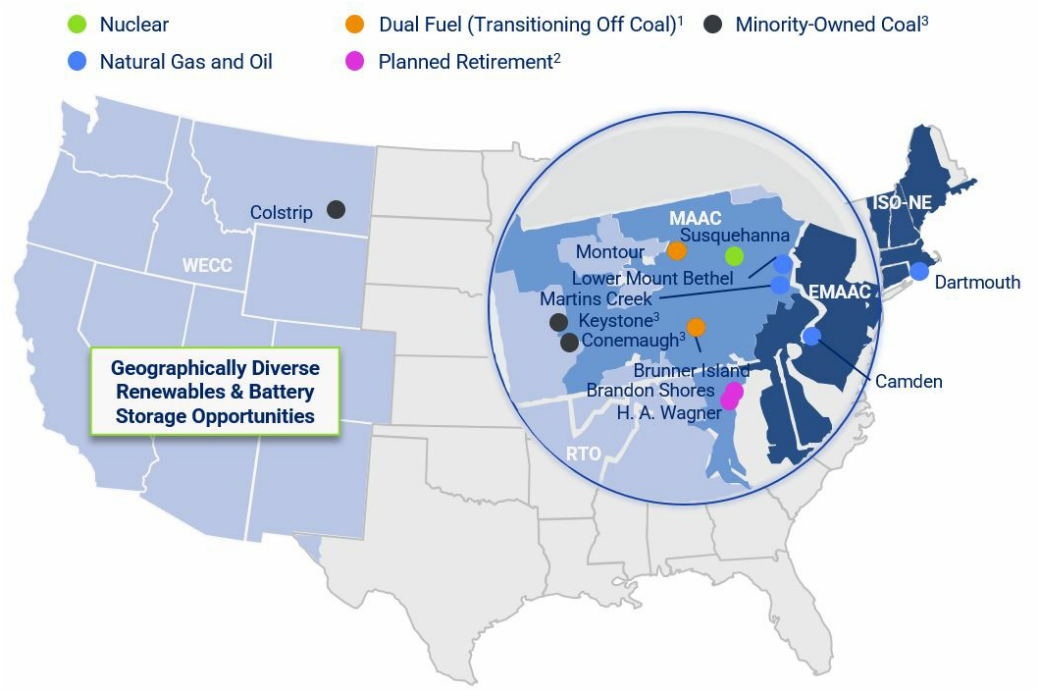
Our generation portfolio is anchored by our approximately 2.2 GW interest in the Susquehanna nuclear facility, which enabled us to produce over half of our generation carbon-free in 2023. As part of the Cumulus Data Campus Sale, we entered into the Cumulus Data Campus PPA to supply long-term, zero-carbon power directly from Susquehanna to the Cumulus Data Campus through fixed-price power commitments, providing cash flow stability for an initial term of at least 10 years, in addition to various extension options that could extend through the life of the plant (including additional life from license renewals). For additional information about the Cumulus Data Campus PPA, see "Prospectus Summary—Recent Developments—Cumulus Data Campus Sale." We also believe Susquehanna may further benefit from the Nuclear PTC, providing additional cash flow stability through 2032. Our 6.3 GW natural gas and oil fleet (of which 3.2 GW is from Brunner Island, Montour and Wagner Unit 3 after conversion, as discussed below) is reliable and dispatchable, and we believe these assets will become increasingly important for grid stabilization in the face of growing intermittent sources of generation in our core markets. These plants generate material annual capacity revenues and a seasoned operating team leads the monetization of seasonal commodity volatility. We have already completed the conversion of approximately 3.2 GW of our legacy coal fleet to natural gas or fuel oil, significantly reducing the carbon intensity of our fleet while extending the useful lives of certain assets.

In addition to our strong generation fleet, we are developing the Cumulus digital infrastructure and energy transition platform to explore growth opportunities complementary to our existing asset base. For instance, we developed the Cumulus Data Campus, the world's first 24x7 carbon-free, direct-connect data center campus, to provide digital infrastructure powered by "behind-the-fence" generation directly from Susquehanna. Through both the direct proceeds of the Cumulus Data Campus Sale and entry into the related Cumulus Data Campus PPA, we are now realizing the value of our prior investments in the campus in a value accretive way. While maintaining capital discipline, Cumulus is evaluating additional ways to leverage the value of our existing sites and interconnections for potential renewable energy generation or battery storage projects. We believe our existing footprint, which includes zero-carbon sources of power, access to the power grid and significant land holdings, provides us with unique opportunities for growth.

We believe that we are well positioned to benefit from strong cash flows generated by our Susquehanna facility, meaningful capacity revenues and commodity upside from our natural gas, oil and peaking fleet, organic growth from additional power sales to the Cumulus Data Campus under the Cumulus Data Campus PPA, and potential additional upside from our development pipeline, all with an incredibly low carbon footprint. With a focus on the safe, efficient physical and financial operation of our core assets, together with disciplined financial policy and capital allocation, our experienced management team intends to unlock the significant value that we believe is embedded in our platform, enabling us to realize meaningful shareholder returns.

Our Platform

The following discussion provides a brief overview of the key building blocks of our platform. For additional detail regarding each of our facilities, please see "—Our Properties."

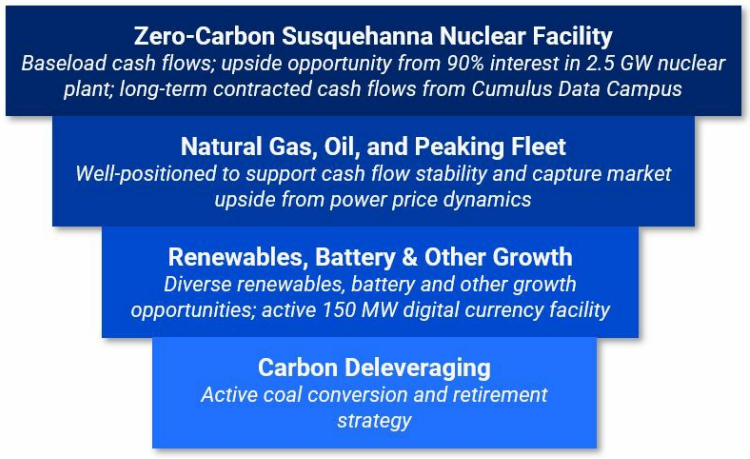


Note: Fleet as of 3/31/2024, pro forma for the ERCOT Sale.

1. ***Brunner Island:*** *Coal-to-dual fuel conversion completed in 2016; coal-fired generation is restricted during the EPA Ozone Season (May 1 to September 30 of each year) and will cease by year-end 2028, with the option of earlier coal retirement at the Company's discretion.*
   Montour: *Coal-to-gas conversion completed in 2023; coal-fired generation is required to cease by year-end 2025, with the option of earlier coal retirement at the Company's discretion.*

2. ***Wagner and Brandon Shores:*** *Coal-to-oil conversion of Wagner Unit 3 completed in late 2023. However, we have provided notice to PJM of deactivation of Wagner and Brandon Shores, effective June 1, 2025. PJM subsequently notified Talen that these facilities are needed for reliability. Both facilities have filed cost-of-service rate schedules for continued Reliability-Must-Run operations through 2028. Please see Note 8 to the Interim Financial Statements for additional information.*

3. ***Keystone and Conemaugh:*** *Coal-fired electric generation is required to cease by year-end 2028.*



Zero-carbon Susquehanna nuclear facility. We own a 90% interest in and operate the 2.5 GW Susquehanna facility, the sixth largest nuclear-powered generation facility in the U.S. Susquehanna typically comprises 50% or more of our annual generation.

In 2023, Talen produced over 18,000 GWh of reliable, zero-carbon power from Susquehanna at a top-quartile low all-in cost of under $24 per MWh while maintaining leading safety performance. Susquehanna has historically generated revenues primarily from energy sales into the PJM wholesale market, PJM capacity revenues and strategic hedging. The co-located Cumulus Data Campus, initially under development by Cumulus Data and recently sold to AWS, now provides Susquehanna with additional contracted cash flows through the Cumulus Data Campus PPA. See "Prospectus Summary—Recent Developments—Cumulus Data Campus Sale" for additional information. We also believe the facility is now also poised to benefit substantially from the Nuclear PTC enacted under the Inflation Reduction Act, which would provide meaningful downside protection when annual revenues from nuclear generation are below $43.75 per MWh (indexed each year for inflation) while maintaining upside optionality in periods of higher pricing.

Susquehanna's efficient cost structure is supported in part by a portfolio of supply contracts for all stages of the nuclear fuel cycle. Our nuclear fuel cycle is 100% contracted through the 2025 fuel load and at least 85% contracted through 2028. We have no ongoing fuel exposure to any Russian-affiliated counterparties.

We believe that nuclear generation is integral to the grid and the energy transition, particularly as we move toward a lower-carbon world. An increasingly positive public sentiment toward nuclear generation, bolstered by government support in the form of the Nuclear PTC, has resulted in improved market appetite for nuclear assets, as demonstrated by the recent resurgence in nuclear M&A transactions. Susquehanna's two units are long-lived, with current licenses through 2042 and 2044 (and up to 20-year extensions possible with regulatory approval), and its dual-unit design contributes to maintenance, operational and other efficiencies, making Susquehanna an attractive asset in this space.

Natural gas and oil intermediate and peaking units. Our generation portfolio includes 7 technologically diverse natural gas and oil generation facilities across the generation stack (including intermediate and peaking dispatch), with certain units capable of utilizing multiple fuel sources. Our assets benefit from both a wholesale and a capacity market. Lower Mt. Bethel operates at a high Capacity Factor, enabled by advantaged gas supply. Neighboring Martins Creek, our largest non-nuclear facility, earns significant capacity revenues while keeping fixed costs relatively low, and its units are capable of cycling daily to capture peak energy prices. We recently refinanced a legacy project financing at these two high-quality assets, freeing their cash flows for broader utilization within our business. We have also recently converted some of our PJM assets to lower-carbon fuels, which extends their useful

lives and enables us to maintain both the associated capacity revenues and the additional commodity upside potential.

Our Cumulus platform opportunities. We believe our geographical footprint, supply of lower- and zero-carbon power, interconnection access and abundance of land all provide us with potential opportunities to extend the life and increase the value of our legacy assets through strategic development of growth projects where appropriate. With the majority of our planned capital expenditures for these projects having already been spent, we will continue to evaluate ways to find the highest and best use of our assets and capital, which may include advancing additional growth projects if justified by economics. These additional growth projects include our Cumulus renewables and battery storage initiatives, which are focused on the opportunity to leverage our substantial existing asset base in the development of future projects primarily through partnerships. The renewables and battery projects currently under evaluation require only modest incremental spend to maintain interconnection optionality. Nautilus, Cumulus Coin's digital currency joint venture with TeraWulf, is now operational adjacent to Susquehanna and the Cumulus Data Campus. Although we do not view digital currency as core to our long-term business, the 150 gross MW Nautilus facility currently generates positive cash flows from operations in addition to being a firm purchaser of power generated by Susquehanna. We plan to evaluate a variety of structural alternatives to progress our currently identified opportunities in keeping with our commitment to appropriate leverage levels and to a thoughtful capital allocation framework.

Carbon deleveraging. We have committed to cease burning coal at all of our wholly-owned coal facilities by the end of 2028, either through conversions or retirements. We have recently completed the conversion of approximately 3.2 GW of our legacy coal fleet to lower-carbon fuels. The conversion of our Brunner Island facility to dual-fuel (natural gas and coal) capability was completed in 2016; the plant currently burns coal only outside of Ozone Season and has committed to cease burning coal completely by the end of 2028. The conversion of our Montour facility to natural gas was completed in 2023, with both converted units now fully operational on gas. Together, these two facilities represent nearly 25% of our total generation capacity. The conversion of our legacy coal facilities to alternative fuels meaningfully extends the life of certain assets, while also lowering the carbon profile of our fossil fleet, mitigating uncertainties associated with coal supply and improving system reliability. These transitions enable us to maintain the capacity revenues generated by the assets while providing additional commodity upside optionality.

In addition, the conversion of Wagner Unit 3 from coal to fuel oil was completed in 2023; however, for economic reasons, we have requested deactivation of Wagner in mid-2025. Our wholly-owned 1.3 GW Brandon Shores facility is required by both environmental permits and settlements to stop combusting coal by the end of 2025, and we have requested deactivation of Brandon Shores in mid-2025. However, PJM subsequently notified us that both Wagner and Brandon Shores are needed for reliability reasons. Both facilities have filed cost-of-service rate schedules, currently pending with FERC, for continued Reliability-Must-Run operations through 2028. For additional information, see Note 8 in Notes to the Interim Financial Statements.

We also own minority interests, totaling approximately 800 MW, in three coal-fired generation facilities in PJM and WECC. We are exploring ways to maximize the value of these assets in the context of our broader carbon deleveraging goals, and our key debt agreements provide us the ability to separate our minority-owned coal assets if we decide to do so.

Our Competitive Strengths

We believe the following strengths leave us well positioned to maximize the value of our business:

Stable cash flows from Susquehanna. Susquehanna is one of the largest baseload, carbon-free nuclear generation facilities in the United States. Susquehanna provides multiple paths to cash flow generation and value creation, including through the PJM wholesale and capacity markets. Historically, we sold our power via a combination of spot sales and hedging transactions. The Cumulus Data Campus now creates additional incremental value for Susquehanna, providing future cash flows through direct sales of power to a highly-rated counterparty at fixed prices under the long-term Cumulus Data Campus PPA. See "Prospectus Summary—Recent Developments—Cumulus Data Campus Sale" for additional information. When measured by the operational and safety standards

adopted by the nuclear industry, Susquehanna is one of the top performers in the United States.In 2023, Talen produced over 18,000 GWh of reliable, zero-carbon power from Susquehanna at a low all-in cost of less than $24 per MWh while maintaining leading safety performance.

Going forward, our commercial strategy at Susquehanna may also benefit from the Nuclear PTC, which provides for an up to $15 per MWh tax credit (indexed to inflation) related to energy produced at nuclear facilities through 2032. The Nuclear PTC provides meaningful downside protection when annual revenues fall below $43.75 per MWh (indexed to inflation) while maintaining upside optionality on Susquehanna's generation for higher prices. Based on the latest guidance, we can use the Nuclear PTC to offset up to 75% of our federal cash taxes and may be able to monetize remaining credits through the sale to an eligible taxpayer.

Flexible and highly dispatchable natural gas and oil fleet provides the ability to capture significant incremental revenue and benefit from shifting market dynamics. Our 6.3 GW natural gas and oil generation fleet (of which 3.2 GW is from Brunner Island, Montour and Wagner Unit 3 after their recent conversions from coal) is comprised of diverse and strategically located assets, including significant generation in attractive wholesale markets, leaving our fleet well suited to benefit from varying market dynamics while also generating predictable capacity revenues. Our seasoned operating teams lead the monetization of commodity volatility. Our natural gas and oil generation fleet provides meaningful operational flexibility, enabling us to respond to pricing signals to capture upside from power price dynamics. We believe this capability will become increasingly valuable as a source of reliability in markets with increasing levels of intermittent generation assets. We believe that gas assets will be a core component of the power markets and grid reliability for the coming years, and we believe our natural gas and oil generation fleet is also poised to benefit from potential regulatory reforms and shifting market dynamics.

Strong balance sheet underpinned by robust liquidity, ample cash generation and modest leverage. We emerged from the Restructuring with a well-capitalized and strong balance sheet and have no significant debt maturities until 2030. As of March 31, 2024, we had unrestricted cash of approximately $597 million and $544 million of available commitments under our revolving credit facility, resulting in liquidity of approximately $1.1 billion. In addition, we have a $75 million secured bilateral letter of credit facility and a $470 million term loan C letter of credit facility. Our strong balance sheet also provides ample capacity and counterparty appetite for lien-based hedging, which does not require cash collateral posting. Our legacy debt service requirements were significantly reduced as a result of the Restructuring, and we intend to maintain a modest go-forward net leverage ratio of 3.5x or less. We believe these factors provide us with the flexibility to focus on maximizing value through the disciplined operation of our core business.

Experienced, principled and disciplined leadership team. We benefit significantly from the experience and industry expertise of our leadership team. Following the Restructuring, we have reorganized and refined our senior management team to more closely align with our go-forward objectives. Our management team draws from decades of strategic, operational, financial and legal experience as they seek to maximize the value of our business for our stakeholders. We are overseen by an independent Board of Directors with deep power industry experience across all relevant disciplines, markets and asset types, including significant commercial and risk management expertise. While we continue to maintain an internal risk management committee of senior management to monitor, measure and manage risks in accordance with our risk policy, we have also established an independent risk oversight committee of the Board of Directors that makes this a key strategic priority. See "Management."

Our generation team continues to be led by Company veterans with a proven track record of operational excellence. Furthermore, our commercial team is comprised of seasoned veterans spanning all disciplines: asset optimization, trading, fuel-procurement, risk management, credit and power-flow modeling. We also benefit from hand-selected regional leadership and plant management teams who have significant experience in the power industry and with local and governmental stakeholders, providing us with a deep understanding of the regulatory, political and business environment in each of our key markets. We believe that this high level of experience strengthens our ability to effectively manage, improve and monetize our current power generation assets and to identify, evaluate and execute on opportunities to maximize the value of our platform. We are continually focused on capital discipline and commercial and risk management to ensure stable and predictable cash-flow generation and preserve margin.

Our Business Strategies

We believe our competitive strengths position us well to achieve our business objectives through the following strategies:

Continue our exceptional operations, with focus on continued cost savings and efficiencies. The foundation of our platform is safe, disciplined operational and commercial performance. We drive operational excellence by maximizing the safety, reliability and efficiency of our core assets, which in turn enhances our cash flows and financial position. While we will continue to evaluate ways to find the highest and best use of our assets and capital, we are committed to maintaining best-in-class operations at our core generation facilities, including through additional cost savings, where available, across all cost categories, in turn maximizing free cash flow from our core asset base and driving shareholder returns. Following the Restructuring, we expect our cost structure to be lower and more flexible due to many successful initiatives that have reduced our recurring operating costs, including significantly reducing our debt service obligations, renegotiating or rejecting fuel contracts, focusing generation facility investments on plant reliability, eliminating unnecessary overhead costs and rewarding our employees with cash flow performance-based compensation. In addition, as part of our cost savings initiative implemented in late 2023, we formally assessed our operational model and cost structure across the Company and executed on specific actions focused on reductions in run-rate O&M and G&A expenses.

To sustain our robust performance, our leadership team focuses on, among other priorities, maximizing reliability through carefully planned and periodic maintenance and upgrades of our equipment, retaining experienced facility managers and employees and positioning them on-site to address emerging issues quickly, capitalizing on procurement efficiencies across our platform and implementing redundancy in our generation facility design. Our leadership team continually sources ideas from, among others, generation facility management teams, asset managers and frontline workers and prioritizes them based on impact, feasibility and expected return on investment.

Focus and maintain our core generation that provides stable earnings and cash flows. Our core fleet generates stable earnings and cash flows backed by multiple sources. Our integrated generation, wholesale marketing and commercial capabilities enable us to produce significant recurring cash flow, and our commercial and risk management strategies provide cash flow stability while balancing operational, price and liquidity risk through physical and financial commodity transactions. In today's robust but volatile energy markets, our team has been able to capture high realized pricing through both reliable generation and strategic risk management, resulting in $319 million of net income and approximately $289 million of Adjusted EBITDA in the first three months of 2024. "Summary Historical and Unaudited Pro Forma Condensed Consolidated Financial Information—Non-GAAP Financial Measures" contains a description of Adjusted EBITDA and a reconciliation to the most directly comparable GAAP measure. Capacity revenue is a key indicator of the important role that nuclear, natural gas and peaking generation all play in PJM grid reliability. In 2023, our PJM fleet generated approximately $241 million in capacity revenues. Following the Cumulus Data Campus Sale, we are poised to increasingly benefit from long-term, stable cash flows from fixed-price power sales under the Cumulus Data Campus PPA. See "Prospectus Summary—Recent Developments—Cumulus Data Campus Sale" for additional information. We now also have substantive federal support for nuclear generation, which is accretive to our portfolio, with the Nuclear PTC further de-risking our Susquehanna generation and enhancing its credit profile while maintaining upside optionality in high price environments. We also believe we are well positioned to benefit from current and anticipated proposed regulatory reforms in our key markets, and to respond to changing supply/demand dynamics, in part due to third-party asset and resource retirements.

Optimize risk management program and hedging. We are focused on implementing appropriate risk management policies in the context of a right-sized balance sheet and the cash flow stability provided by the Nuclear PTC. We maintain both an internal risk management committee, comprised of members of senior management from across the organization, and a Board-level risk oversight committee, comprised of members of our Board of Directors with extensive trading and risk backgrounds. We target a hedge range of 60-80% of our expected generation for the prompt 12 months and ratably scale the hedge percentage down further out in time to align with our financial objectives. Our strong balance sheet provides ample capacity and counterparty appetite for lien-based hedging, which does not require cash collateral posting. We will employ a disciplined go-forward strategy focused on first-lien hedging while minimizing exchange-based hedging and the associated margin requirements.

Importantly, there are lower overall hedging needs given the cash-flow stability afforded by the Nuclear PTC and significantly reduced debt service requirements.

Capitalize on low carbon-intensity generation to maintain and grow cash flows in a changing policy environment. In recent years, the power sector has undergone significant policy- and technology-driven changes that, when combined with aging infrastructure and evolving consumer, investor and commercial demands largely focused on ESG practices, are transforming the markets in which we operate. We view responsible ESG practices as a key component for achieving operational excellence, maintaining strong financial performance and maximizing the value of our platform over time. We have dramatically reduced our environmental footprint over the past several years, investing heavily in environmental controls and switching to cleaner fuels in response to market and other conditions. As of December 31, 2023, we have reduced our annual carbon dioxide emissions by approximately 75% when compared to 2010 levels.

Our environmental position is firmly anchored by Susquehanna, which enabled us to generate over half of our electricity output carbon-free in 2023. Our natural gas portfolio also includes a number of energy efficient assets with low heat rates. The overall carbon intensity of our generation was 0.29 metric tons per MWh in 2023, which is over approximately 50% lower than our carbon intensity in 2010. We expect to continue reducing our carbon footprint through the recently-completed conversions of 3.2 GW of our legacy coal fleet to lower-carbon fuels and the planned retirement of up to 1.6 GW of legacy coal assets at Wagner (Unit 3) and Brandon Shores, all with minimal remaining cost requirements.

As we retire older, economically nonviable conventional power generation assets, we are exploring opportunities to repurpose these sites to advance our carbon deleveraging. If ultimately developed, our growing carbon-free generation and storage capabilities will enable us to provide additional clean power while extending the life and increasing the value of our legacy assets.

Disciplined financial policy and capital allocation. We actively manage our capital structure, future capital commitments and asset base by following disciplined capital allocation principles focused on generating cash flow, maintaining reasonable leverage and reducing our cost of capital. We emerged from the Restructuring with a strong balance sheet underpinned by modest leverage and robust liquidity of approximately $875 million, increased to approximately $1.1 billion as of March 31, 2024. We also expect that our hedging program will be significantly less capital-intensive than historically, and that the Nuclear PTC will further hedge a substantial amount of our cash flows. We will continue exploring strategic growth opportunities, such as renewables and battery storage projects, if economically viable, but further investment will require a sound basis and an attractive returns profile when compared to other uses of capital. We may also explore partnerships with experienced long-term partners and investors to achieve the right cost of capital as we further progress any future growth projects. We believe that these factors, together with stable cash flows and limited requirements for go-forward capital expenditures, will maximize our free cash flows and enable us to focus on shareholder return programs as appropriate. In furtherance of our disciplined capital allocation strategy, we recently announced an upsizing of the remaining capacity under our share repurchase program to $1 billion through the end of 2025. As part of this program, we recently completed a tender offer for our common stock. See “Prospectus Summary—Recent Developments—Upsizing of Share Repurchase Program” and “Prospectus Summary—Recent Developments—Tender Offer” for additional information.

We intend to target a modest leverage profile with a go-forward net leverage ratio of 3.5x or less, depending on seasonal dynamics. We also intend to prioritize balance sheet efficiency through the active preservation of liquidity, using solutions, where appropriate, such as first-lien, asset-backed hedging agreements in lieu of exchange-based hedging.

Maximize the value of our platform opportunities in a capital efficient manner. We believe there is significant value embedded in our platform, and our activities will be focused on driving both organic and inorganic strategy in ways that create the best sources of value for our company. In addition to focusing on the core operation of our business, we actively manage decision making to achieve the highest and best use of our assets to recognize the full value of our platform. We believe we have meaningful opportunities to unlock previously unrecognized value in our assets. Within our generation portfolio, we are focused on identifying the most valuable use of the reliable nuclear power generated at Susquehanna, including through long-term power sales to the Cumulus Data Campus and

otherwise, and commercially managing our highly flexible gas fleet to capture extrinsic value. We also believe we have opportunities to organize our assets to align with investor priorities and related costs of capital and we intend to thoughtfully consider market feedback regarding which strategies would be the most value accretive to us. While higher-carbon emitting assets remain important components of our portfolio, such assets are harder to finance and are more working capital intensive in contrast to certain of our more efficient and lower-emissions assets. Within our Cumulus platform, we have now made significant progress in monetizing our prior investments in the Cumulus Data Campus, and we have several other growth options under evaluation that require only modest incremental spend to maintain interconnection optionality. In furtherance of our value maximization efforts, the recent ERCOT Sale is another example of creating value for the Company by opportunistically engaging in market activities. We may commence a corporate realignment that focuses on nuclear, natural gas and digital assets as our core elements of value, and we are permitted to do so under our key debt documents. We expect to evolve our asset base both by continuing to evaluate opportunities to drive value uplift for our existing assets and by pursuing opportunistic acquisitions and divestitures in order to drive cash flow generation and investor returns.

Our Properties

As of March 31, 2024, after giving effect to the ERCOT Sale, our power generation facilities are as follows:

Asset	Location	Primary Fuel Type	Plant Type	Ownership	Owned Capacity (MW)[1]	Region
Zero-Carbon Nuclear						
Susquehanna[2]	PA	Nuclear	Baseload	90%	2,228	PJM-PPL/MAAC
Natural Gas & Peaking Units						
Lower Mt. Bethel	PA	Natural Gas	Baseload	100%	606	PJM-PPL
Martins Creek	PA	Natural Gas	Peaker	100%	1,716	PJM-PPL
Dartmouth	MA	Natural Gas	Peaker	100%	80	ISO-NE SEMA
Peaking units	MD	Oil	Peaker	100%	13	PJM-BGE
Camden	NJ	Natural Gas	Peaker	100%	145	PJM-PSEG
Dual Fuel (Transitioning off Coal)						
Brunner Island[3, 4]	PA	Natural Gas / Coal (Dual Fuel)	Intermediate	100%	1,429	PJM-PPL
Montour[4]	PA	Natural Gas / Coal (Dual Fuel)	Intermediate	100%	1,508	PJM-PPL
Minority-Owned Coal						
Colstrip Unit 3[2]	MT	Coal	Baseload	30%	222	WECC
Conemaugh[2, 4]	PA	Coal	Intermediate	22%	386	PJM-MAAC
Keystone[2, 4]	PA	Coal	Intermediate	12%	214	PJM-MAAC
Planned Retirement						
Brandon Shores[5]	MD	Coal	Intermediate	100%	1,283	PJM-BGE
H.A. Wagner[5]	MD	Oil / Coal (Converting to Oil)	Peaker	100%	834	PJM-BGE
Total					**10,664**	

(1) Electric generation capacity (summer rating) is based on factors, among others, such as operating experience and physical conditions, which may be subject to revision.
(2) See Note 10 in Notes to the Annual Financial Statements for additional information regarding jointly owned facilities.
(3) Coal-fired electric generation is restricted during the EPA Ozone Season, which is May 1 to September 30 of each year.
(4) Coal-fired electric generation is required to cease at Montour by December 2025 and at Brunner Island, Keystone, and Conemaugh by December 2028, with an earlier retirement of coal at the wholly owned Montour and Brunner Island facilities at the Company's election.
(5) See "—Regulatory Matters" for additional information on the Brandon Shores and Wagner deactivations. Filed Reliability-Must-Run cost-of-service rate schedules in April 2024.

Our Segments

Talen's reportable segments are based upon the market areas in which our generation facilities operate and reflect the manner in which our chief operating decision makers review results and allocates resources. Adjusted

EBITDA is the key profit metric used to measure financial performance of each segment. Total assets or other asset metrics are not considered a key metric or reviewed by the chief operating decision makers.

Our reportable segments are engaged in electricity generation, marketing activities, commodity risk and fuel management within their respective RTO or ISO markets. The segments include:

- PJM – a reportable segment that includes the operating and marketing activities within the PJM market. PJM is comprised of Susquehanna and Talen's natural gas and coal generation facilities located within the PJM market; and
- ERCOT and WECC – a reportable segment that includes the operating and marketing activities within the ERCOT market for the operations of Talen's Texas power generation facilities, and the operating and marketing activities for Talen Montana's proportionate share of the Colstrip Units. We have determined it appropriate to aggregate results from these markets into one reportable segment, based on a combination of size and economic characteristics.

We completed the ERCOT Sale in May 2024. Our financial statements, segment information and related financial data as of and for the periods ending on or prior to March 31, 2024 include the results of operations from the ERCOT fleet. We intend to reevaluate our segment information for the first financial period after the ERCOT Sale, which is the quarter ending June 30, 2024.

Our Key Markets and Revenue Streams

Following the ERCOT Sale, the substantial majority of our generation capacity is located in, and revenues derived from, PJM. The remainder of our generation capacity is in WECC and ISO-NE. For additional detail regarding the market location of each of our facilities, please see "—Our Properties."

Operating revenues primarily consist of capacity revenues, energy/ancillary revenues and unrealized gain (loss) on derivative instruments. In PJM, we sell capacity through forward PJM Base Residual Auctions and, to the extent we are unable to sell capacity through the PJM Base Residual Auctions we may sell uncleared capacity through PJM Incremental Auctions or bilateral contracts. We also earn capacity revenues in ISO-NE. We sell energy into the spot markets in both PJM and ISO-NE, and we also enter into bilateral agreements with power purchasers for the sale of energy from our generation fleet in PJM and WECC. For a discussion of our commercial optimization strategy, please see "—Our Commercial Risk Management Strategy" below.

PJM

PJM is an RTO that coordinates the movement and sale of wholesale electricity in all or parts of 13 states and the District of Columbia. As of March 31, 2024, it is the largest competitive wholesale power market in the United States, coordinating the dispatch of approximately 180,000 MW to more than 65 million people. The current mix of generating capacity within PJM is diverse, with a significant number of nuclear, natural gas and coal power generation facilities providing approximately 90% of its available capacity as of March 31, 2024. As is the case in many markets in the United States, generating capacity within PJM is transitioning from a coal-dominated generation base to a mix that incorporates larger amounts of natural gas and renewable units, driven in part by current and impending EPA regulations.

PJM benefits from a combination of stable demand growth, liquid trading hubs, limited energy import capacity and a wide range of available market products. Generation owners in PJM may earn energy, capacity and ancillary service revenues. The PJM energy market consists of day-ahead and real-time markets. The day-ahead market is a forward market in which hourly prices are calculated for the next operating day based on offers, bids and bilateral obligations. The real-time market is a spot market in which energy is continuously bought and sold based on actual grid operating conditions.

The PJM RPM is intended to ensure that resources are available when needed to keep the power grid operating reliably for customers. Under the PJM RPM, PJM conducts a series of capacity auctions. Most capacity is procured in the PJM Base Residual Auction, typically conducted three years prior to the start of the applicable period to which

a capacity commitment in PJM applies (which typically runs from June 1 to May 31), to secure commitments from capacity resources, intended to be held in May of each year for the sale of generating capacity. In these auctions, capacity prices are set based on supply and demand fundamentals and are influenced by factors, such as generation facility additions and retirements, capacity imports from and exports to adjacent markets, generation facility retrofit costs, non-performance risk premium penalties, demand response products, RTO demand forecasts and reserve margin targets, as well as adjustments to the PJM MOSC (the maximum price at which certain units can bid into the market) as determined by the PJM IMM and/or PJM. See "—Regulatory Matters" for additional information on ongoing market reforms in PJM.

In June 2023 and February 2024, FERC accepted requests by PJM to delay certain PJM Base Residual Auctions in order to propose additional changes to the PJM RPM. The future PJM Base Residual Auctions have been delayed and are expected to be conducted as follows: 2025/2026 PJM Base Residual Auctions in July 2024, 2026/2027 PJM Base Residual Auctions in December 2024, 2027/2028 PJM Base Residual Auctions in June 2025 and 2028/2029 PJM Base Residual Auctions in December 2025. Although PJM has established dates for the next four auctions, there is no guarantee that the auction will take place on those dates or at all. At this time, Talen cannot fully predict the impacts of PJM's reforms on its operations and liquidity.

Our Commercial Risk Management Strategy

Our commercial optimization strategy is focused on hedging commodity price volatility within appropriate risk tolerances while providing stable cash flow generation and preserving forward margin. We employ a variety of commercial, physical and financial instruments to manage risk and optimize the value of our assets. In some cases, we use a portfolio approach to manage risks, such as those associated with capacity and ancillary offerings. Our hedging strategy prioritizes a first lien-based hedging program in which hedging counterparties are granted a lien in the same collateral securing our first-lien debt obligations which limits the use of collateral posting requirements. It also factors in the Nuclear PTC related to Susquehanna, which may reduce hedging requirements and therefore collateral needs. We use a variety of financial instruments to hedge our generation, including but not limited to fixed price swaps, options, and financial transmission rights ("FTRs")/congestion revenue rights ("CRRs"), as further discussed in the table below. We target a hedge range of 60-80% of our expected generation for the prompt 12 months and ratably scale the hedge percentage down further out in time to align with our financial objectives.

Type	Instruments	Strategy
Power	• Fixed swaps • Options • FTRs / CRRs	• Preserve intrinsic value while creating opportunities to capture extrinsic value • Cover expected generation • FTRs / CRRs critical for PJM assets due to transmission constraints and other factors relating to their positions on the grid
Fuel	• Fixed swaps • Options	• Preserve intrinsic value while creating opportunities to capture extrinsic value • Cover expected generation
Other	• Emission credits, including RGGI	• Emission expenses included in dispatch costs • Generally, cover emission exposure as we hedge or generate obligation

Fuel Supply

Our power generation assets are advantaged by significant fuel diversity, including nuclear, natural gas, coal, oil and various facilities capable of utilizing multiple fuel sources. For additional detail regarding the fuel capabilities of each of our facilities, please see "—Our Properties."

Nuclear

Susquehanna has a portfolio of supply contracts for uranium, conversion, enrichment and fabrication with varying expiration dates. Our nuclear fuel cycle is 100% contracted through the 2025 fuel load and at least 85% contracted through 2028. We have no ongoing fuel exposure to any Russian-affiliated counterparties. Susquehanna

has an on-site spent fuel storage facility employing dry cask fuel storage technology, which, together with the spent fuel pools, has the capacity to accommodate discharged SNF. We will continue to expand this spent fuel storage facility in phases to accommodate additional SNF and, assuming appropriate approvals are obtained, we expect such future expansion phases will accommodate all of the SNF expected to be discharged by Susquehanna through 2044, the current licensed life of unit 2.

Natural Gas and Oil

We manage our natural gas and oil supply utilizing a combination of contracted purchases, spot market purchases and on-site storage for the commodities and pipeline capacity. The amount and duration of contracted purchases vary due to several factors, including fuel availability, economic considerations and generation facility location on the pipeline grid, with a significant portion of our natural gas supply needs being satisfied through short-term transactions on a spot basis. Oil is generally supplied from on-site inventory and replenished through purchases on the spot market. The price-risk associated with these transactions is managed via financial hedges.

Coal

We actively manage our coal requirements by purchasing coal from mines located in central and northern Appalachia for our generation facilities located within PJM and from a mine located adjacent to the Colstrip generation facility. Reliability of coal deliveries can be affected from time to time by a number of factors, including fluctuations in demand, coal mine production issues and other supplier or transporter operating difficulties. Coal inventory is maintained at levels estimated to be necessary to avoid operational disruptions at coal-fired generation units. Additionally, long-term supply contracts support adequate levels of coal inventory and are augmented with spot market purchases, as needed. We plan to eliminate the use of coal at our wholly owned generation facilities through either fuel conversion or plant retirement. For more information, see "—Our Platform—Carbon Deleveraging."

Restructuring and Financing Transactions

Due to the rapid and sustained increases to wholesale natural gas and power prices in mid-2021, our commercial counterparties and commodity exchanges party to certain hedge transactions required us to provide elevated levels of collateral for our hedging positions. However, because we are generally required to collateralize hedges that settle in future delivery periods but do not receive settlements for electric generation until delivery, the heightened collateral posting requirements resulted in lower available cash and liquidity to operate our business. As a result, we concluded that commencing the Restructuring was necessary to allow us to, among other things, strengthen our financial position and provide additional liquidity to fund our operations and protect our equity investments in projects supporting our plans to transition to sustainable power generation. Accordingly, on May 9, 2022, TES and 71 of its subsidiaries commenced the Restructuring, and, in December 2022, TEC joined the Restructuring to facilitate the transactions contemplated by the Plan of Reorganization. On May 17, 2023, upon receipt of applicable regulatory approvals and the consummation of the Exit Financings, the Plan of Reorganization became effective and we emerged from the Restructuring with a significantly deleveraged balance sheet. For additional information on the Restructuring, Plan of Reorganization and Exit Financings, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" and Notes to the Annual Financial Statements included elsewhere in this prospectus.

Competition

Since the early 1990s, there has been increased competition in U.S. energy markets because of federal and state competitive market initiatives. PJM is a competitive market and has, from time to time, considered new market rules, while some states have considered re-regulation measures that could result in more limited opportunities for competitive energy suppliers.

The power generation business is a regional business that is diverse in terms of industry structure and fundamentals. Demand for electricity may be met by generation capacity based on several competing generation technologies, such as natural gas-fired, coal-fired or nuclear generation, as well as power generation facilities fueled by alternative energy sources, including hydroelectric power, synthetic fuels, solar, wind, wood, geothermal, waste

heat and solid waste sources. Talen faces competition in wholesale markets from other suppliers of available energy, capacity and ancillary services. Competition is affected by electricity and fuel prices, congestion along the power grid, subsidies provided by state and federal governments for new generation facilities and certain existing generation facilities (including facilities that might otherwise retire), new market entrants, construction of new generation assets, technological advances in power generation, the actions of environmental and other regulatory authorities and other factors. Talen primarily competes with other electricity suppliers based on our ability to aggregate generation supply at competitive prices from different sources and to efficiently manage fuel supply by utilizing transportation from third-party pipelines and transmission from electric utilities, ISOs and RTOs. Competitors in wholesale power markets include regulated utilities, industrial companies, non-utility generators, competitive subsidiaries of regulated utilities and other energy marketers.

Seasonality

The demand for and market prices of electricity and natural gas are affected by weather. As a result, our operating results in the future may fluctuate substantially on a seasonal basis. For example, a lack of sustained cold weather in the Mid-Atlantic region may suppress regional natural gas prices and reduce our future capacity and energy revenues. Alternatively, above-average temperatures in the summer tend to increase summer cooling electricity demand, energy prices and revenues, and below-average temperatures in the winter tend to increase winter heating electricity demand, energy prices and revenues. Inversely, the milder weather during spring and fall tend to decrease the need for both cooling electricity demand and heating electricity demand. In addition, our operating expenses typically fluctuate geographically on a seasonal basis, with peak power generation during the winter in the Mid-Atlantic region and, prior to the ERCOT Sale, during the summer in Texas.

We ordinarily perform facility maintenance during lower or non-peak demand periods to ensure reliability during periods of peak usage. The pattern of the fluctuations in our operating results varies depending on the type and location of the power generation facilities being serviced, capacity markets served, the maintenance requirements of our facilities and the terms of bilateral contracts to purchase or sell electricity. The largest recurring maintenance project is the annual spring refueling outage at Susquehanna.

Insurance

Our assets may experience physical damage as a result of an accident or natural disaster. These hazards can also cause personal injury or loss of life, severe damage to and destruction of property and equipment, pollution or environmental damage and suspension of operations. We maintain our own general liability, product liability, property, business interruption, workers compensation and pollution liability insurance policies, among other policies, at varying levels of deductibles and limits that we believe are reasonable and prudent under the circumstances to cover our operations and assets; however, we cannot provide any assurance that our insurance will be sufficient or effective under all circumstances and against all hazards or liabilities to which we may be subject. If we do have insurance coverage, the amount recoverable under the applicable insurance policy may be less than the related impact on revenue or not cover all potential consequences of an incident. In addition, we may be subject to a large deductible, maximum cap or aggregate policy limits. A successful claim for which we are not fully insured could adversely affect our results of operations. Further, due to rising insurance costs and changes in the insurance markets, we cannot provide any assurance that our insurance coverage will continue to be available at economic rates. Any losses not covered by insurance could have a material adverse effect on our business, financial condition and results of operations. We will continue to periodically evaluate our policy limits and retentions as they relate to the overall cost and scope of our insurance program.

Nuclear Insurance

The Price-Anderson Act is a United States federal law which governs liability-related issues and ensures the availability of funds for public liability claims arising from a nuclear incident at any U.S. licensed nuclear facility. It also seeks to limit the liability of nuclear reactor owners for such claims from any single incident. As of March 31, 2024 (Successor), the liability limit per incident is $16.2 billion for such claims, which is funded by insurance coverage from American Nuclear Insurers (approximately $500 million in coverage), with the remainder covered by an industry retrospective assessment program.

As of March 31, 2024 (Successor), under the industry retrospective assessment program, in the event of a nuclear incident at any of the reactors covered by the Price-Anderson Act, Susquehanna could be assessed deferred premiums of up to $332 million per incident, payable at a maximum of $49 million per year.

Additionally, Susquehanna purchases property insurance programs from NEIL, an industry mutual insurance company of which Susquehanna is a member. As of March 31, 2024 (Successor), facilities at Susquehanna are insured against nuclear property damage losses up to $2.0 billion and non-nuclear property damage losses up to $1.0 billion. Susquehanna also purchases an insurance program that provides coverage for the cost of replacement power during prolonged outages of nuclear units caused by certain specified conditions.

Under the NEIL property and replacement power insurance programs, Susquehanna could be assessed retrospective premiums in the event of the insurers' adverse loss experience. The maximum assessment for this premium is $45 million as of March 31, 2024 (Successor). Talen has additional coverage that, under certain conditions, may reduce this exposure.

Legal Matters

Talen is involved in certain legal proceedings, claims and litigation. While we believe that we have meritorious positions and will continue to defend our positions vigorously in these matters, we may not be successful in our efforts. If an unfavorable outcome is probable and can be reasonably estimated, a liability is recognized. In the event of an unfavorable outcome, the liability may be in excess of amounts currently accrued. Because of the inherently unpredictable nature of legal proceedings and the wide range of potential outcomes for any such matter, no estimate of the possible losses in excess of amounts accrued, if any, can be made at this time regarding the matters specifically described below. As a result, additional losses actually incurred in excess of amounts accrued could be substantial.

Pending Legal Matters

Montana Hydroelectric Litigation. Talen Montana is a defendant in litigation in the U.S. District Court for the District of Montana relating to its past ownership and operation of hydroelectric generation facilities in Montana, which were sold to NorthWestern in November 2014 (the "Montana Hydroelectric Sale"). In connection with the sale, Talen Montana agreed to retain liability with respect to this litigation, if any, attributable to time periods prior to closing of the sale.

The lawsuit was originally filed in 2003 and alleges that the streambeds underlying the facilities are owned by the State of Montana (the "State"), and that Talen Montana owes the State compensation for the use of the streambeds. In August 2023, the court held in favor of Talen Montana with respect to streambed segments underlying six of the seven facilities. Regarding the one streambed segment that the court found belongs to the State, the court stated that Talen Montana and NorthWestern will be required to compensate the State for past, present and future use. The State has appealed this holding to the U.S. Court of Appeals for the Ninth Circuit. Damages and defenses related to this proceeding will be addressed in a future adjudication. Nonetheless, because Talen Montana's liability on all claims asserted by the State was discharged under the Plan of Reorganization, Talen Montana does not expect any further liability from this matter.

ERCOT Weather Event Lawsuits. Beginning in March 2021, the former Talen subsidiaries that at the time owned the Barney Davis, Nueces Bay and Laredo generation facilities were sued in multiple Texas courts along with many other market participants in ERCOT. See Note 17 in Notes to the Interim Financial Statements for information on Talen's sale of ERCOT generation assets. The lawsuits were consolidated into a multi-district litigation pre-trial court ("MDL"). In these suits, the plaintiffs allege, among other things, that they suffered loss of life, personal injury and/or property damage due to the defendants' failure to properly prepare their facilities to withstand extreme winter weather and other operational failures during Winter Storm Uri in February 2021. Numerous insurance company plaintiffs also seek to recover payments to policyholders for damage to residential and commercial properties caused by the storm. The plaintiffs seek unspecified compensatory, punitive and other damages. In January 2023, the MDL court denied a motion to dismiss filed by the generation defendants. The generation defendants sought appellant review of the decision, and, in December 2023, the Texas First Court of Appeals granted the generation defendants' request for mandamus relief and ordered dismissal of the claims against the generation defendants. Plaintiffs have

filed a motion seeking rehearing en banc with the First Court of Appeals. If unsuccessful, plaintiffs are expected to petition the Texas Supreme Court to review the decision. Plaintiffs asserting prepetition Winter Storm Uri claims are limited to recovering any damages solely from the Talen defendants' insurers pursuant to the Plan of Reorganization. Certain plaintiffs filed lawsuits asserting Winter Storm Uri claims after commencement of the Restructuring. If any of these post-commencement plaintiffs did not receive effective notice of the Restructuring under applicable bankruptcy law, they may not be subject to the terms of the Plan of Reorganization. Talen cannot predict the outcome of this matter for any such claims or its effect on Talen, which has retained these potential liabilities.

In June 2021, TEC intervened in five cases in which certain market participants are challenging the validity of two PUCT orders directing ERCOT to ensure energy prices were at their maximum of $9,000 per MWh during Winter Storm Uri. One case has since been dismissed, one case is pending in the Texas Third Court of Appeals and two cases are pending in State District Court in Travis County, Texas. In March 2023, the Third Court of Appeals issued an opinion in Luminant v. PUCT that, in part, reversed and remanded the PUCT orders directing ERCOT to ensure prices were at their maximum of $9,000 per MWh during Winter Storm Uri. The PUCT (along with TEC and others) filed petitions for review with the Texas Supreme Court, which were granted in September 2023. Talen cannot predict the timing or outcome of these cases or their ultimate effect on the PUCT's orders during Winter Storm Uri; however, changes in one or more of the PUCT's orders could have a material adverse effect on Talen's results of operations and liquidity.

Pension Litigation. In November 2020, four former Talen employees filed a lawsuit in the U.S. District Court for the Eastern District of Pennsylvania against TES, TEC, the TERP, the TERP committee, and (as amended) ten former retirement plan committee members alleging that they are owed enhanced benefits under the TERP. In September 2023, the parties reached a tentative agreement to settle all claims on a class-wide basis, inclusive of attorneys' fees, in exchange for $20 million, subject to negotiation of mutually acceptable definitive agreements and court approval of the final settlement. In February 2024, the parties agreed upon the definitive settlement documentation, and on June 3, 2024, the settlement was approved and will become final in July 2024 subject to appeal (if any).

We expect a portion of the settlement to be paid by the TERP with the remainder paid by the Company, net of expected insurance recoveries. The amount paid by the TERP will be the full amount of the settlement less any attorneys' fee award approved by the court and certain expenses associated with implementing the settlement. TES, at its discretion, may elect to fund a contribution into the TERP to cover settlement payments paid by the TERP. If the settlement is not consummated and the plaintiffs subsequently prevail on their claims, a material adverse judgment could have an adverse effect on the TERP's assets as well as Talen's results of operations and liquidity. No assurance can be provided that the final settlement agreement will be consummated as expected or if at all. Accordingly, we cannot predict the outcome of this matter or its effect on Talen if the settlement is not consummated as expected or if the matter is litigated to conclusion. As of March 31, 2024, the settlement amounts agreed to by the parties and expected insurance recoveries are presented on the Consolidated Balance Sheets.

Railroad Surcharge Litigation. In September 2019, TES and certain of its subsidiaries filed suit in the U.S. District Court for the Southern District of Texas, alleging that the four major railroads in the United States violated U.S. antitrust laws by conspiring during the periods from July 2003 through December 2008 to use fuel surcharges as a means to raise price for rail freight shipments. Numerous other plaintiff shippers in various jurisdictions throughout the United States have filed similar lawsuits. The Talen plaintiffs claim that they paid higher rail freight shipment rates than they otherwise would have paid absent the alleged conspiracy and seek treble damages under the antitrust laws. The litigation has been consolidated in the District Court for the District of Columbia with similar lawsuits under the multi-district litigation rules. At this time, Talen cannot predict the outcome of this matter.

Spent Nuclear Fuel Litigation. Substantial uncertainty exists regarding the nuclear industry's permanent disposal of spent nuclear fuel ("SNF"). Federal law requires the U.S. Government to provide for the permanent disposal of commercial SNF and prior to May 2014, nuclear generation facility operators were required to contribute to a fund to pay for the transportation and disposal of SNF. In May 2014, this fee was reduced to zero. Talen cannot predict if or when the U.S. Government will increase this fee in the future, which could result in significant additional costs to Susquehanna.

In addition, in May 2011, Susquehanna entered into an agreement with the U.S. Government to settle the U.S. Government's breach of contract to accept and dispose of SNF by the statutory deadline. The settlement agreement, which has been extended four times, requires the U.S. Government to reimburse certain costs to temporarily store SNF at Susquehanna and requires Susquehanna to waive any claims against the U.S. Government for costs paid or injuries sustained related to temporarily storing SNF. For the period from May 18 through December 31, 2023 (Successor), and the years ended December 31, 2022 (Predecessor), and December 31, 2021 (Predecessor), Susquehanna received reimbursements of $24 million, $7 million, and $20 million for such costs. In May 2023, this agreement was extended through the end of 2025. We cannot be certain that subsequent amendments will extend these arrangements beyond 2025.

Resolved Legal Matters

Talen Restructuring. Upon Emergence in May 2023, pursuant to the Plan of Reorganization, the Debtors' liability was discharged for certain claims arising prior to commencement of the Restructuring. The Debtors may still be liable for certain post-petition claims, including claims arising after commencement of the Restructuring, claims asserted against Talen Energy Corporation, which are unimpaired under the Plan of Reorganization, and claims asserted by parties that did not receive notice of the Restructuring under applicable bankruptcy law. We will continue to defend our positions against any such claims. See Note 3 in Notes to the Annual Financial Statements for additional information on the Restructuring.

Kinder Morgan Litigation. In June 2021, Kinder Morgan filed a suit in Texas state court against Talen Energy Marketing, Nueces Bay and affiliates of Texas Eastern Transmission and NextEra. In the suit, Kinder Morgan alleged, among other things, that Talen agreed to purchase natural gas from it during Winter Storm Uri at the then-prevailing market rate. The case was removed to the Bankruptcy Court. In May 2023, Talen and Kinder Morgan agreed to a settlement in the suit. Under the terms of the settlement, Talen paid Kinder Morgan $10 million, assigned its related claims against NextEra and entered into certain long-term commercial agreements with Kinder Morgan affiliates, which included $8 million in additional settlement payments to be paid over time. In April 2024, in connection with the ERCOT Sale, Talen paid the Kinder Morgan affiliates the remaining balance of these settlement payments. During the year ended December 31, 2022, Talen recognized an $18 million charge with respect to this suit, which was presented as "Other operating income (expense), net" on the Consolidated Statements of Operations.

PPL/Talen Montana Litigation. In October 2018, the Talen Montana Retirement Plan filed a class action suit in Montana state court against PPL, its affiliates and certain officers and directors, claiming that PPL and its directors improperly made a distribution of $733 million of net proceeds from the Montana Hydroelectric Sale from Talen Montana to PPL, leaving Talen Montana without adequate funds to pay its obligations. In November 2018, PPL filed a lawsuit in Delaware Court of Chancery (the "Delaware Court") against Talen and certain affiliates seeking, among other things, indemnity from Talen for the claims asserted in the Montana state lawsuit and a declaratory judgment that such claims asserted in the Montana state lawsuit are without merit and that Talen entities do not have standing to bring such claims. Talen Montana filed an adversary complaint against PPL and its affiliates in the Bankruptcy Court asserting claims similar to those in the Montana lawsuit. The lawsuits pending in Montana state court and the Delaware Court were consolidated with the adversary proceeding. The Talen defendants' liability on all claims asserted by the PPL defendants, except for claims asserted against TEC, was discharged under the Plan of Reorganization.

In December 2023, Talen reached a settlement of litigation with PPL. Under the terms of the settlement agreement, PPL paid Talen Montana $115 million in cash in exchange for a full release of all claims. $11 million of the settlement amount was remitted to the general unsecured creditors trust established per the Plan of Reorganization, resulting in a gain of $104 million that is presented as "Other non-operating income (expense), net" on the Consolidated Statements of Operations for the year ended December 31, 2023 (Successor).

Other Legal Matters

In the normal course of Talen's business, we are party to various legal proceedings, claims and litigation arising from current or past operations. While the outcome of these matters is uncertain, the likely results are not presently

expected, either individually or in the aggregate, to have a material adverse effect on our financial condition or results of operations.

Regulatory Matters

Talen is subject to regulation by federal and state agencies and other bodies that exercise regulatory authority in the various regions where we conduct business, including but not limited to: FERC; the Department of Energy; Federal Communications Commission; NRC; NERC; public utility commissions in various states in which we conduct business; and RTOs and ISOs in the regions in which we conduct business. Talen is party to proceedings before such agencies arising in the ordinary course of business and has other regulatory exposure due to new or amended regulations promulgated by such agencies from time to time. While the outcome of these regulatory matters and proceedings is uncertain, the likely results are not expected, either individually or in the aggregate, to have a material adverse effect on our financial condition or results of operations, although the effect could be material to our results of operations in any interim reporting period.

PJM MOPR. In July 2021, PJM filed proposed tariff language to significantly reduce the application of the existing PJM MOPR by applying it only when the state requires an entity to act in a certain manner in the capacity market in exchange for receiving a subsidy. FERC did not act on PJM's July 2021 filing, and the PJM MOPR tariff language went into effect in September 2021. In December 2023, the U.S. Court of Appeals for the Third Circuit denied the petitions for review of the MOPR tariff language. On March 28, 2024, the Public Utilities Commission of Ohio filed at the U.S. Supreme Court a petition for certiorari asking the Court to review the December 2023 order of the Third Circuit. The final impacts on Talen's financial condition, results of operations and liquidity are not known at this time.

PJM Market Seller Offer Cap. In March 2021, FERC responded to complaints filed by the PJM IMM on behalf of PJM and various consumer advocates alleging that the PJM MSOC was above a competitive offer level and was, therefore, unjust and unreasonable. In September 2021, FERC issued an order requiring the PJM ACR for each generator to be determined administratively by the PJM IMM. In August 2023, the U.S. Court of Appeals for the District of Columbia Circuit denied petitions by Talen and others for review of FERC's order. On January 12, 2024, the Electric Power Supply Association filed at the U.S. Supreme Court a petition for certiorari asking the Court to review the August 2023 order of the D.C. Circuit. The final impacts of this order on Talen's financial condition, results of operations and liquidity are not known at this time.

PJM Capacity Market Reform. In February 2023, the PJM Board directed PJM and its stakeholders to resolve: (i) key issues that address the energy transition taking place in PJM; and (ii) issues observed from Winter Storm Elliott. The PJM Board directive included reliability risks, risk drivers and resource availability. The stakeholder process is referred to as Critical Issue Fast Path ("CIFP") on resource adequacy. On October 13, 2023, PJM made two filings at FERC regarding certain capacity market reforms developed through the CIFP process. On January 30, 2024, FERC accepted one of PJM's filings, subject to the condition that PJM submit a compliance filing within 30 days. However, in February 2024, FERC rejected the second of PJM's capacity market reform filings and approved a request from PJM for a 35-day delay of the Base Residual Auction. PJM has indicated that it plans to open the Base Residual Auction for the 2025/2026 delivery on July 17, 2024. At this time, Talen cannot fully predict the impacts of PJM's reforms on its operations and liquidity.

In June 2023, FERC accepted a request by PJM to delay certain PJM Base Residual Auctions in order to propose additional changes to the PJM RPM. The delay schedules the PJM Base Residual Auctions for 2026/2027 in December 2024, for 2027/2028 in June 2025, and for 2028/2029 in December 2025. Although PJM has established dates for the next four auctions, there is no guarantee that the auctions will take place on those dates or at all. Depending on the ultimate outcome of matters related to PJM's capacity auctions, capacity revenues in PJM could be affected, but the final impacts on Talen's financial condition, results of operations and liquidity are not known at this time.

Winter Storm Elliott. During December 2022, as a result of Winter Storm Elliott, PJM experienced extreme cold weather conditions that resulted in PJM's declaration of a Capacity Performance event. Certain of Talen's generation facilities failed to meet the Capacity Performance requirements set forth by PJM, while Talen's

remaining generation facilities met or exceeded their capacity obligations. As a result, Talen incurred certain Capacity Performance penalties charged by PJM for certain generation facilities and earned bonus revenues from PJM for other generation facilities. In April 2023, Talen and certain other market participants filed complaints at FERC against PJM that disputed a portion of the Capacity Performance penalties assessed by PJM. In September 2023, PJM filed a request for FERC to approve a market-wide settlement agreement that would resolve all Winter Storm Elliot complaints, including those filed by Talen. The settlement agreement results in a 31.7% reduction in the total penalties assessed on all capacity market sellers, including Talen, as well as an additional $8 million credit to Talen. In December 2023, FERC approved the settlement agreement which reduced Talen's aggregate penalties, net of expected bonus revenues, to an estimated $28 million. Talen recognized an estimated $48 million of aggregate net penalties, comprised of: (i) initial penalty of $33 million for the year ended December 31, 2022 (Predecessor); (ii) increase of $13 million for the period of January 1 through May 17, 2023 (Predecessor); and (iii) increase of $2 million for the period of May 18 through December 31, 2023 (Successor) as a result of revised assessments from PJM. Talen remitted aggregate penalty payments of $29 million during the periods of January 1 through May 17, 2023 (Predecessor) and May 18 through December 31, 2023 (Successor). In December 2023, the remaining liability of $19 million was derecognized as a result of the settlement.

Environmental Matters

Extensive federal, state and local environmental laws and regulations are applicable to our business, including those related to air emissions, water discharges, and hazardous and solid waste management. From time to time, in the ordinary course of our business, Talen may become involved in other environmental matters or become subject to other, new or revised environmental statutes, regulations or requirements.

It may be necessary for us to modify, curtail, replace or cease operation of certain facilities or performance of certain operations to comply with statutes, regulations and other requirements imposed by regulatory bodies, courts or environmental groups. We may incur costs to comply with environmental laws and regulations, including increased capital expenditures or operation and maintenance expenses, monetary fines, penalties or other restrictions, which could be material. Legal challenges to environmental permits or rules add to the uncertainty of estimating the future cost of complying with these permits and rules. In addition, costs may increase significantly if the requirements or scope of environmental laws or regulations, or similar rules, are expanded or changed.

Water and Waste. Changes made by the EPA to the EPA CCR Rule and the EPA ELG Rule in 2020 allow coal generation facility operators to request an extension to compliance deadlines if the facility commits to cessation of coal-fired generation by the end of 2028. Pursuant to Talen's plans to cease wholly owned coal operations, Talen requested extensions for compliance under these rules for certain of its generation facilities; some have been approved and some are still under review. The most significant extension under review is the EPA CCR Rule Part A extension request for Montour Ash Impoundment 1, and a negative result would have a significant impact on the closure plan for this impoundment.

In 2023, the EPA proposed additional changes to the ELG Rule and the CCR Rule and finalized those changes on May 9 and May 8, 2024, respectively. The new ELG Rule does not add treatment requirements to Talen's coal-fired power generation facilities planning to cease burning coal by 2028, but it does establish discharge limits for waters collected from CCR units. Under the revised CCR Rule, the EPA has imposed new requirements on: (i) legacy CCR impoundments; and (ii) areas where CCR was disposed of or managed on land outside of regulated units at CCR facilities (subject to a minimum threshold). Furthermore, the EPA's interpretations of the EPA CCR Rule continue to evolve through enforcement and other regulatory actions.

Talen submitted formal comments on both proposed rules citing their flaws and anticipates it will take legal action to challenge both final rules. If the revised Rules withstand expected legal challenges by power producers (including Talen), industry groups, state attorneys general, and others, the new CCR and ELG requirements could materially impact several Talen facilities. Talen is currently evaluating that potential impact. At this time, Talen cannot predict the full impact of these various rule changes on the operations of its coal-fired generation facilities and its results of operations.

Air. Since 2016, the coal-fired generation facilities in which Talen has ownership, including Brunner Island, Montour, Keystone and Conemaugh, have been the subject of various efforts under the Clean Air Act to strengthen applicable nitrogen oxides ("NOx") emission limits. These include Section 126 petitions by downwind states, recommendations by the Ozone Transport Commission, and a ruling on Pennsylvania's RACT2 program by the U.S. District Court for the Southern District of New York. Although the petitions and recommendations are not withdrawn, the EPA's issuance of a federal implementation plan (the "FIP") with short-term (RACT2) NOx limits at these plants in 2022 resulting from the court case and the EPA's "Good Neighbor FIP" issued in June 2023 appear to have addressed open concerns by upwind states regarding NOx controls from Talen's and other coal plants.

However, both the Pennsylvania NOx RACT2 FIP and the preceding State Implementation Plan (the "SIP") NOx RACT are under review. The PA DEP agreed to stay the SIP standard while all the parties consider the FIP standards. The EPA FIP is in effect; however, it has since been appealed by other parties and Talen has intervened in the appellate proceeding. Lastly, in November 2022, Pennsylvania finalized its NOx RACT standards for all power generation facilities to address the EPA 2015 Ozone Standard. Affected Talen facilities have submitted permit applications demonstrating their compliance methods for the new standard. At this time, Talen cannot predict the outcome of these potential rule changes on the operations of its generation facilities and its results of operations.

To address the 2015 ozone standard, in June 2023, the EPA published the final rule covering the EPA CSAPR ozone season nitrogen oxide allowance trading program for 2023 and beyond. The final changes are known as the "Good Neighbor FIP." The EPA made some reductions in allowance allocations, among other changes, to minimize nitrogen oxide emissions during the Ozone Season. Texas, among other states, has received a favorable court ruling, essentially staying its participation in the updated program for 2023. Texas facilities are still subject to the previous version of EPA CSAPR, and Talen's facilities in Maryland, Pennsylvania and New Jersey are subject to the new rule. Additionally, the entire rule has been challenged by multiple parties, and the U.S. Supreme Court heard oral arguments on the emergency applications to stay the rule in February 2024. At this time, Talen cannot predict the long-term outcome of these rule changes on the operations of its generation facilities and its results of operations.

The EPA MATS Rule, which is the original EPA NESHAP for coal plants, has been in effect since 2012. In April 2023, the EPA proposed, and on May 7, 2024, finalized, its RTR for coal-fired generation facilities under the EPA NESHAP. The final rule most notably requires coal plants to reduce particulate matter (PM) emissions by the end of 2027 (or 2028 in certain circumstances). Colstrip cannot meet the new PM standard without substantial upgrades to its control equipment; therefore, Talen and the Colstrip co-owners face the decision either to invest in new cost-prohibitive control equipment or retire the plant. That decision must be made in conjunction with compliance requirements under EPA's new GHG Rule, finalized on May 9, 2024.

Talen submitted formal comments on the new PM standard and revisions to the MATS Rule, citing the rule's flaws, and anticipates it (and others, including other power producers, industry groups, and state attorneys general) will take legal action to challenge the revised MATS Rule. On May 8, 2024, a coalition of 23 states filed a challenge to the MATS Rule in the U.S. Court of Appeals for the D.C. Circuit. In light of these filed and expected challenges, Talen cannot predict the full impact of the revised MATS Rule on the operations of its coal-fired generation facilities and its results of operations.

RGGI. In April 2022, Pennsylvania formally entered the RGGI program, with compliance set to begin on July 1, 2022. However, certain third parties filed lawsuits and appeals questioning the legality of the regulation and the implementation of RGGI in Pennsylvania was stayed. On November 1, 2023, the Commonwealth Court of Pennsylvania ruled RGGI was an invalid tax and voided the rulemaking. The PA DEP appealed this decision to the Pennsylvania Supreme Court in November 2023, and the following day filed notice with the court that the RGGI program would not be implemented while the appeal is pending. At this time, Talen is unable to determine the full impact of the RGGI program, when and if implemented, on its results of operations and liquidity.

Federal Climate Change Actions. The current federal administration has identified climate change policy as a priority that includes, but is not limited to, greenhouse gas emission reductions. On May 9, 2024, the EPA issued a new rule under the Clean Air Act that establishes New Source Performance Standards for new electric generating units and greenhouse gas Emissions Guidelines for existing EGUs for state implementation. The guidelines would allow all existing EGUs to continue to operate until at least the end of 2031 without having to meet new greenhouse

gas limits. Existing oil/gas steam EGUs (for example, Martins Creek) will not require additional controls at this time. However, if existing coal-fired EGUs (for example, Colstrip) are to be able to operate beyond 2031, they must install a GHG reduction technology, like carbon capture and sequestration (CCS), by the end of 2031. Talen will need to evaluate the viability and costs of additional controls and decide whether to invest in those controls at Colstrip or retire the units. That decision may be influenced by the cost of compliance with the revised MATS rule. EPA stated that it chose not to finalize emission guidelines for existing fossil fuel-fired combustion turbines (for example, LMBE); however, EPA intends to take further action on such emission guidelines at a later date.

In 2023, Talen submitted formal comments on the proposed GHG Rule, citing the rule's flaws, and anticipates it will take legal action to challenge the GHG Rule. A number of petitions for review of the GHG Rule were filed on May 9, 2024, in the U.S. Court of Appeals for the D.C. Circuit, including by coalitions representing 27 states. If the rule withstands filed and expected legal challenges by power producers (including Talen), industry groups, state attorneys general, and others, the GHG Rule could materially impact Colstrip and Talen. Talen is currently evaluating that potential impact. At this time, Talen cannot predict the full impact of the GHG Rule on the operations of its coal-fired generation facilities and its results of operations.

Environmental Remediation. From time-to-time, Talen undertakes investigative or remedial actions in response to notices of violations, spills or other releases at various on-site and off-site locations, negotiates with the EPA and state and local agencies regarding actions necessary for compliance with applicable requirements, negotiates with property owners and other third parties alleging impacts from our operations and undertakes similar actions necessary to resolve environmental matters that arise in the course of normal operations.

Future investigation or remediation work at sites currently under review, or at sites not currently identified, may result in additional costs, but at this time we are unable to determine if such investigation or remediation work will have a material adverse effect on our financial condition or results of operations.

Employees

Our culture is rooted in three key principles—simplification, engagement and teamwork—which empowers our employees to influence operational decisions and trust and rely on each other, while driving operational excellence and strong financial performance. Consistent with this culture, our leadership team, together with local generation facility managers and employees, has been able to modernize and standardize legacy labor agreements, ensuring that managers and employees across Talen are subject to similar employment terms and incentive structures, which has been critical to driving our culture. Consistent with this culture, many key contributors across the organization participate in an equity compensation program that aligns our team with Talen's strategy and with the interests of our stockholders.

As of March 31, 2024 after giving effect to the ERCOT Sale, we had 1,892 full-time employees, approximately 44% of which were represented by labor unions. Our collective bargaining agreements ("CBAs") include: (i) a CBA with IBEW Local 1638, covering approximately 185 Talen Montana employees, which is in effect until April 2026; (ii) a CBA with Teamsters Local 190, covering approximately six Talen Montana employees, which is in effect until August 2024; and (iii) a CBA with IBEW Local 1600, covering approximately 629 Pennsylvania employees, which is in effect until August 2025.

Our future success will depend partially on our ability to attract, retain, motivate and develop qualified personnel. We invest in our employees every step of the way by providing the tools they need to succeed in their current roles and to grow personally and professionally. We do this, in part, through our Talen Leadership Academy, which is a week-long program that includes various in-person seminars and trainings for applicable candidates. In addition, we offer bespoke leadership development programs and other training resources generally as needed, both on an individual and group basis.

MANAGEMENT

The following table sets forth information for our executive officers and directors as of June 20, 2024:

Name	Age	Position
Mark “Mac” McFarland	54	Chief Executive Officer and Director
Terry L. Nutt	47	Chief Financial Officer
John Wander	56	General Counsel and Corporate Secretary
Andrew Wright	56	Chief Administrative Officer
Brad Berryman	55	Senior Vice President and Chief Nuclear Officer
Stephen Schaefer	60	Chairman of the Board and Director
Gizman Abbas	51	Director
Anthony Horton	63	Director
Karen Hyde	62	Director
Joseph Nigro	59	Director
Christine Benson Schwartzstein	43	Director

Executive Officers

The following is a brief summary of the business experience of our executive officers.

Mark “Mac” McFarland. Mr. McFarland has served as the Chief Executive Officer and a Director of the Company since May 2023. Mr. McFarland oversees all aspects of the Company’s long-term strategy and overall performance including leadership of its wholesale power generation business, commercial operations, and its Cumulus growth businesses. From October 2020 until May 2023, he served as President and Chief Executive Officer of California Resources Corporation (“CRC”), an independent energy and carbon management company committed to energy transition, where he continues to serve on the board of directors and as the Chairman of Carbon TerraVault, a wholly owned subsidiary of CRC. Prior to his roles with CRC, Mr. McFarland served as Executive Chairman of GenOn Energy, an independent power producer, where he also served as President and Chief Executive Officer from April 2017 to December 2018 and continued as a member of the board of directors until September 2022. From 2013 to 2016, he served as Chief Executive Officer of Luminant Holding Company LLC (“Luminant”), a subsidiary of Energy Future Holdings Corporation (“EFH”), a large independent power producer and, from 2008 to 2013, served as both Chief Commercial Officer of Luminant and Executive Vice President, Corporate Development and Strategy of EFH. From 1999 to 2008, Mr. McFarland served in various roles at Exelon Corporation, including as Senior Vice President, Corporate Development. Mr. McFarland currently serves on the board of directors of the Nuclear Energy Institute, and previously served on the boards of directors of TerraForm Power, Bruin E&P Partners, and Chaparral Energy. Mr. McFarland earned his M.B.A. from the University of Delaware and his B.S. in Civil Engineering (Environmental Concentration) from Virginia Polytechnic Institute and State University. He holds a professional engineer license and has completed the MIT Reactor Technology Course for Utility Executives. We believe that Mr. McFarland’s extensive industry experience makes him well-qualified to serve on our Board of Directors.

Terry L. Nutt. Mr. Nutt has served as the Chief Financial Officer of the Company since July 2023. In this role, Mr. Nutt leads the Company’s finance, M&A, risk management and treasury activities. He has over 20 years of experience in the energy industry, including time spent at utility companies, power generation providers and energy trading firms. Prior to joining the Company, Mr. Nutt served as the Chief Financial Officer of Just Energy, a retail energy provider specializing in electricity and natural gas commodities. From 2018 until 2023, he served as Chief Financial Officer and Managing Director for EDF Trading North America (“EDF”), a subsidiary of Électricité de France (EDF) S.A., a multinational energy utility headquartered in France. Prior to his service at EDF, Mr. Nutt served in multiple senior finance positions at Vistra Corporation (and its predecessor entity, EFH), including as Senior Vice President and Controller and Senior Vice President of Risk Management. Mr. Nutt earned his M.S. in Accounting and his B.B.A. from Texas A&M University and is a certified CPA in the state of Texas.

John Wander. Mr. Wander has served as General Counsel and Corporate Secretary of the Company since June 2023. Mr. Wander is responsible for overseeing all legal matters for the Company. He has nearly 30 years of experience in commercial law, with cases primarily pertaining to finance, accounting and shareholder issues. Prior to joining the Company, Mr. Wander was a Shareholder Litigation and Enforcement Partner at Vinson & Elkins LLP ("V&E") and served as the firm's General Counsel. He worked on some of the firm's most high-profile, high-stakes litigation matters, and focused his practice on commercial litigation in the energy, accounting, securities, manufacturing and insurance industries, routinely representing issuers and accounting firms before the Securities & Exchange Commission. He also tried numerous corporate governance cases in the Delaware Chancery Court. Since joining V&E in 1994, Mr. Wander also served in numerous other leadership positions, including as Managing Partner of the Dallas office, Co-Department Head of Litigation and Regulatory, Co-Practice Group Leader of Complex Commercial Litigation and a member of the firm's Management Committee. Mr. Wander earned his J.D. from The University of Texas School of Law and his B.A. in Economics from Northwestern University.

Andrew "Andy" Wright. Mr. Wright began serving as the Company's Chief Administrative Officer in June 2023, after having served as the Company's General Counsel and Corporate Secretary since June 2018. In his current role, Mr. Wright is responsible for overseeing the human resources, information technology, facilities and corporate security functions of the Company. Prior to joining the Company, Mr. Wright spent 14 years as in-house counsel for EFH., most recently serving as Executive Vice President, General Counsel and Corporate Secretary. Mr. Wright has nearly 20 years of experience in the power generation sector with an intimate knowledge of the financial, operational and regulatory challenges facing the industry. He has led numerous fleet and balance sheet restructuring efforts, complex acquisitions and divestitures, high-stakes litigation and regulatory reviews. His experience includes being involved in the largest leveraged buyout in U.S. history and some of the largest financial restructurings in the industry. He has also worked closely with various boards of directors, private equity sponsors and other stakeholders of Talen and EFH. After earning his J.D. from the University of Notre Dame, Mr. Wright went into private practice with V&E in both Dallas, Texas and London, England with a focus on corporate securities, mergers and acquisitions, and corporate governance. Prior to pursuing his law career, he earned his B.B.A. in Accounting from Southern Methodist University, obtained his CPA certification and practiced as an accountant with KPMG in Chicago.

Brad Berryman. Mr. Berryman has served as the Company's senior vice president and Chief Nuclear Officer since September 2018, where he is responsible for overseeing all aspects of the Susquehanna nuclear power plant. Mr. Berryman joined the Company in early 2017 in the role of site vice president for Susquehanna, where he was responsible for all plant operations and personnel. With over two decades of extensive commercial nuclear experience, Mr. Berryman has held positions of increasing importance spanning various technical, operational, training and financial capacities. Prior to joining the Company, he served as general manager at Turkey Point Nuclear Generating Station. He also held leadership roles at Wolf Creek Nuclear Operating Corporation, Palo Verde Nuclear Generating Station and Arkansas Nuclear One. In addition, he proudly served his country in the U.S. Navy as part of the submarine fast attack fleet. Mr. Berryman earned his B.S., summa cum laude, in Organizational Management from Central Baptist College.

Directors

The following is a brief summary of the business experience of our directors.

Stephen Schaefer. Mr. Schaefer has served as the Chairman of the Board of Directors of the Company since May 2023. Since December 2018, May 2018, September 2020 and September 2021, respectively, Mr. Schaefer has served on the boards of directors of GenOn Holdings Inc. (where he formerly served as Chairman of the board of directors from November 2018 to May 2023), TexGen Power LLC (where he formerly served as Chairman of the board of directors from May 2018 until the sale of the company in February 2024), Just Energy Group, Inc. (where he also served as Chairman of the Audit Committee and as a member of the Risk and Compensation Committee until December 2022), and Alpine Summit Energy Partners (where he also served as Chairman of the Audit Committee since July 2018 and as a member of the Reserves Committee and Compensation Committee until July 2023). Mr. Schaefer has been actively involved in the deregulated natural gas and electricity markets since 1993. He was a Partner with Riverstone, a private equity firm focused on energy investing, from 2004 to 2015. While at Riverstone, he served on two of its investment committees and was primarily responsible for conventional power

and renewable energy investments. Prior to joining Riverstone, Mr. Schaefer served as a Managing Director with Huron Consulting Group, where he founded and headed its Energy Practice. From 1998 to 2003, he served as a Managing Director and Vice President with Duke Energy North America. Mr. Schaefer earned his B.S., magna cum laude, in Finance and Accounting from Northeastern University in 1987 and is a Chartered Financial Analyst. We believe that Mr. Schaefer's extensive industry experience makes him well-qualified to serve on our Board of Directors.

Gizman Abbas. Mr. Abbas has served as a Director since May 2023. Mr. Abbas has nearly 30 years of energy and investment experience. He has served on the board of directors of Prairie Operating Company, including as Chairman of the Audit Committee and as a member of the Compensation Committee, since May 2023, as Founding Principal of Direct Invest Development since December 2014, and on the board of directors of the New York Independent System Operator, including as Chairman of the Commerce & Compensation Committee and as a member of the Reliability & Markets Committee, since April 2021. Mr. Abbas served on the boards of directors of Crown Electrokinetics, including as Chairman of the Compensation Committee and as a member of the Audit and Governance Committees, from March 2021 to December 2022, Aranjin Resources Ltd., including as an Audit Committee Member from May 2016 to December 2020, KLR Energy Acquisition Corporation, including as Chairman of the Compensation Committee and a member of the Audit Committee, from January 2016 to May 2017, and Handeni Gold, including as an Audit Committee Member, from February 2012 to July 2017. Previously, Mr. Abbas was a founding Partner of the commodity investment business at Apollo Global Management, a Vice President at Goldman Sachs, an investment associate at Morgan Stanley, a Senior Project Engineer on oil and gas construction projects for Exxon Mobil Corporation, and a Co-Op Power Engineer at Southern Company. Mr. Abbas earned his B.S. in Electrical Engineering from Auburn University and his M.B.A. from Northwestern University's Kellogg School of Business. We believe that Mr. Abbas' executive, financial and investment experience makes him well-qualified to serve on our Board of Directors.

Anthony Horton. Mr. Horton has served as a Director since May 2023. Since March 2018, November 2021 and February 2022, respectively, Mr. Horton has served as Chief Executive Officer of AR Horton Advisors, as an Independent Director for Equiniti Trust Company, and as Lead Independent Director for Team, Inc. Additionally, Mr. Horton served as an Independent Director of U.S. Renal Care from January 2023 to February 2024, Travelport GDS, UK from March 2020 to December 2023, Neiman Marcus' Mariposa Holdings from April 2020 to September 2020, Seadrill Partners from January 2020 to May 2021, and Arena Energy from March 2020 to September 2020, among others, and served as Independent Director and Chairman of the board of directors of NanoLumens from May 2017 to May 2020. Mr. Horton has more than 25 years of energy and technology experience, including having served as Executive Vice President and CFO at EFH and as Senior Director of Corporate and Public Policy at TXU Energy. He also has experience serving on various boards of directors and committees of companies involved in turnarounds and restructuring matters. Mr. Horton earned his Master's of Professional Accounting and Finance from the University of Texas at Dallas/Arlington and his B.B.A. in Economics and Management from the University of Texas at Arlington. He is a CPA, Chartered Financial Analyst, Certified Management Accountant, and Certified Financial Manager. We believe that Mr. Horton's extensive financial and business expertise, including a diversified background of both senior leadership and director roles of public and private companies, makes him well-qualified to serve on our Board of Directors.

Karen Hyde. Ms. Hyde has served as a Director since May 2023. Until her retirement in 2022, Ms. Hyde served as Senior Vice President, Chief Compliance & Ethics Officer, Chief Audit Executive, and Chief Risk Officer of Xcel Energy. Across her 30 years with Xcel Energy, she served in various roles with increasing responsibility, including roles in rates and regulatory affairs, resource planning and acquisition, and risk management. She was also responsible forecasting and production cost, expansion plan modeling, and evaluating the effectiveness of compliance programs and control frameworks. Ms. Hyde spent approximately a decade negotiating structured power purchase arrangements, including Xcel Energy's initial renewable energy contracts, and was responsible for renewable energy compliance. Prior to joining Xcel Energy, she was a lead nuclear engineer as a civilian employee of the U.S. Department of Defense, where she was responsible for overhauling submarine reactors. Since 2013, Ms. Hyde has served with Volunteers of America CO Branch, including as Treasurer, on the board of directors, and as Chair of the Audit Committee. Ms. Hyde earned her M.S. in Mineral Economics from the Colorado School of Mines

and her B.S. in Metallurgical Engineering from Lafayette College. We believe that Ms. Hyde's extensive industry, regulatory and risk management experience makes her well-qualified to serve on our Board of Directors.

Joseph Nigro. Mr. Nigro has served as a Director since May 2023. Mr. Nigro has served both as senior advisor to Blackstone Inc.'s energy transition group and on the board of directors of Kindle Energy LLC since July 2023. Mr. Nigro previously served as an advisor to the Exelon Chief Executive Officer until March 2023 after having served as Exelon's Chief Financial Officer from May 2018 to October 2022. He was also a member of Exelon's Executive Committee and the Chair of its Corporate Investment Committee. Prior to that, Mr. Nigro served as Chief Executive Officer of Constellation Energy, an Exelon operating division, from 2013 to 2018, after serving as its Senior Vice President of Portfolio Strategy. Before joining Constellation, he was the Senior Vice President of Portfolio Management and Strategy for the Exelon Power Team, where he also led the merger integration for the Exelon Power Team wholesale trading and marketing organization with Constellation. Mr. Nigro started his career with PECO Energy, now an Exelon company, in 1996 and also spent seven years prior with Phibro Energy, Inc., an independent oil trading and refining company. Mr. Nigro earned his Bachelor's Degree in Economics from the University of Connecticut. He has also completed the Exelon Leadership Institute Program through the Northwestern University Kellogg School of Management, the University of Chicago Executive Development Program, and the MIT Reactor Technology Course for Utility Executives. We believe that Mr. Nigro's extensive industry experience makes him well-qualified to serve on our Board of Directors.

Christine Benson Schwartzstein. Ms. Benson has served as a Director since May 2023. She has served on the boards of directors of Delek US Holdings, Inc. since January 2024, Just Energy (U.S.) Corp. since February 2024, and Apollo Infrastructure Company since October 2023. Ms. Benson previously served as a member of Orion Infrastructure Capital's ("OIC") Senior Advisory Board after retiring as a Managing Director and Investment Principal in 2022. Before joining OIC, she spent 17 years in various roles at Goldman Sachs, most recently as a Managing Director in the Financing Group on the Structured Finance and Risk Management team in the Investment Banking Division, where she was responsible for the firm's commodity structured finance efforts within Investment Banking. Prior to that, Ms. Benson was a Managing Director on the Energy Sales and Structuring teams in the Securities Division. She began her career at Goldman Sachs in 2004 as an analyst on the Energy team. Ms. Benson earned her A.B. in Earth and Planetary Sciences, magna cum laude, from Harvard University. We believe that Ms. Benson's extensive industry and financial and risk management experience makes her well-qualified to serve on our Board of Directors.

Family Relationships

There are no family relationships among any of our executive officers or directors.

Composition of Our Board of Directors

Our Board of Directors currently consists of seven members. In accordance with our Charter, our Board of Directors consists of a single class. Each director is to hold office until his or her successor is duly elected and qualified or until his or her earlier death, resignation or removal.

Director Independence

Our Board of Directors has undertaken a review of the independence of each director. Based on information provided by each director concerning his or her background, employment and affiliations, our Board of Directors has determined that each of Messrs. Schaefer, Abbas, Horton and Nigro and Mses. Hyde and Benson do not have relationships that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the listing standards of Nasdaq. In making these determinations, our Board of Directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances our Board of Directors deemed relevant in determining their independence, including the beneficial ownership of our shares held by each non-employee director and the transactions described in the section titled "Certain Relationships and Related Party Transactions."

Committees of Our Board of Directors

Our Board of Directors has established an audit committee, a compensation committee, a nominating and corporate governance committee and a risk oversight committee. The composition and responsibilities of each of the committees of our Board of Directors are described below. Our Board of Directors may establish other committees as it deems necessary or appropriate from time to time.

Audit Committee

Our audit committee consists of Ms. Hyde and Messrs. Abbas and Horton. Our Board of Directors has determined that each member of our audit committee satisfies the independence requirements under the listing standards of Nasdaq and Rule 10A-3(b)(1) of the Exchange Act. The chair of our audit committee is Ms. Hyde. Our Board of Directors has determined that Ms. Hyde is an "audit committee financial expert" within the meaning of SEC regulations and that each member of our audit committee is financially sophisticated in accordance with applicable requirements. In arriving at these determinations, our Board of Directors has examined each audit committee member's scope of experience and the nature of their employment.

The primary purpose of our audit committee is to discharge the responsibilities of our Board of Directors with respect to our corporate accounting and financial reporting processes, systems of internal control and financial statement audits and to oversee our independent registered public accounting firm. Specific responsibilities of our audit committee include:

- appointing, compensating, retaining, evaluating, terminating and overseeing our independent registered public accounting firm;
- discussing with our independent registered public accounting firm their independence from management;
- reviewing with our independent registered public accounting firm the scope and results of their audit;
- approving all audit and permissible non-audit services to be performed by our independent registered public accounting firm;
- overseeing the financial reporting process and discussing with management and our independent registered public accounting firm the quarterly and annual financial statements that we file with the SEC;
- overseeing our financial and accounting controls and compliance with legal and regulatory requirements;
- reviewing our policies on risk assessment and risk management;
- reviewing related person transactions; and
- establishing procedures for the confidential anonymous submission of concerns regarding questionable accounting, internal controls or auditing matters.

Our audit committee operates under a written charter that satisfies the applicable listing standards of Nasdaq.

Compensation Committee

Our compensation committee consists of Ms. Hyde and Messrs. Abbas and Horton. The chair of our compensation committee is Mr. Horton. Our Board of Directors has determined that each member of our compensation committee is independent under the listing standards of Nasdaq and a "non-employee director" as defined in Rule 16b-3 promulgated under the Exchange Act.

The primary purpose of our compensation committee is to discharge the responsibilities of our Board of Directors in overseeing our compensation policies, plans and programs, and to review and determine the

compensation to be paid to our executive officers, directors and other senior management, as appropriate. Specific responsibilities of our compensation committee include:

- reviewing and approving the corporate goals and objectives, evaluating the performance of and reviewing and approving (either alone, or if directed by the Board of Directors, in connection with a majority of the independent members of the Board of Directors) the compensation of our Chief Executive Officer;
- reviewing and setting or making recommendations to our Board of Directors regarding the compensation of our other executive officers;
- reviewing and approving or making recommendations to our Board of Directors regarding our incentive compensation and equity-based plans and arrangements;
- making recommendations to our Board of Directors regarding the compensation of our directors; and
- appointing and overseeing any compensation consultants.

Our compensation committee operates under a written charter that satisfies the applicable listing standards of Nasdaq.

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee consists of Ms. Benson and Messrs. Abbas and Nigro. The chair of our nominating and corporate governance committee is Mr. Abbas. Our Board of Directors has determined that each member of our nominating and corporate governance committee is independent under the listing standards of Nasdaq.

Specific responsibilities of our nominating and corporate governance committee include:

- identifying individuals qualified to become members of our Board of Directors, consistent with criteria approved by our Board of Directors;
- periodically reviewing our Board of Directors' leadership structure and recommending any proposed changes to our Board of Directors, including recommending to our Board of Directors the nominees for election to our Board of Directors at annual meetings of our stockholders;
- overseeing an annual evaluation of the effectiveness of our Board of Directors and its committees; and
- developing and recommending to our Board of Directors a set of corporate governance guidelines.

Our nominating and corporate governance committee operates under a written charter that satisfies the applicable listing standards of Nasdaq.

Risk Oversight Committee

Our risk oversight committee consists of Ms. Benson and Messrs. Horton and Nigro. The chair of our risk oversight committee is Mr. Nigro.

The primary purpose of our risk oversight committee is to discharge the responsibilities of our Board of Directors in overseeing management's process for the identification, evaluation and management of the key factors with the potential to have a material impact on the Company's enterprise risk, the Company's risk related to commodity prices, commercial transactions and trading, risks related to the operation of Company's power generation assets (including nuclear and fossil operations generally) and the Company's management of its insurance programs and investment policies.

Specific responsibilities of our risk oversight committee include:

- at least annually, to review and discuss with management the Company's enterprise risk assessment and management's process for the identification, evaluation and management of enterprise risk;
- to review and discuss reports from management and provide feedback on credit, market and liquidity risks the Company faces, the exposures in each category, significant concentrations within those risk categories, the metrics used to monitor the exposures and management's views on the acceptable and appropriate levels of those risk exposures; and
- to review any policies that the Company may have from time to time addressing regulatory matters.

While we continue to maintain an internal risk management committee of senior management to monitor, measure, and manage risks in accordance with our risk policy, we have also established this independent risk oversight committee of the Board of Directors that makes this a key strategic priority.

Code of Business Conduct and Ethics

We have adopted a code of business conduct and ethics that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller and persons performing similar functions. Immediately following the effectiveness of the registration statement of which this prospectus forms a part, our code of business conduct and ethics will be available under the Corporate Governance section of our website at www.talenenergy.com. In addition, we intend to post on our website all disclosures that are required by law or the listing standards of Nasdaq concerning any amendments to, or waivers from, any provision of the code. The reference to our website address does not constitute incorporation by reference of the information contained at or available through our website and you should not consider it to be a part of this prospectus.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee is currently or has been at any time one of our officers or employees. None of our executive officers currently serves, or has served during the last year, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

Nuclear Oversight Committee

The principal functions of the nuclear oversight committee are:

- to assist our Board of Directors in the fulfillment of its responsibilities for oversight of the Company's nuclear operations;
- to advise Company management on nuclear matters; and
- to provide advice and recommendations to our Board of Directors concerning the future direction of the Company and management performance related to nuclear operations.

Among other things, the nuclear oversight committee continually strives to ensure that the Company's nuclear function has systems in place to protect the health and safety of the public and maintain compliance with applicable laws and regulations.

Risk Oversight

We manage the commodity price, counterparty credit and commodity-related operational risk related to the competitive energy business within limitations established by senior management and in accordance with overall risk management policies. Market risks are monitored by our risk oversight committee and risk management committee, utilizing defined practices and analytical methodologies. These techniques measure the risk of change in value of the portfolio of contracts and the hypothetical effect on this value from changes in market conditions and

include, but are not limited to, position reporting and review and stress test scenarios. Key risk control activities include, but are not limited to, transaction review and approval (including credit review), operational and market risk measurement, transaction authority oversight, validation of transaction capture, market price validation and reporting, and portfolio valuation and reporting, including mark-to-market valuation and other risk measurement metrics.

Board Diversity

Our nominating and corporate governance committee will be responsible for reviewing with the Board of Directors, on an annual basis, the appropriate characteristics, skills and experience required for the Board of Directors as a whole and its individual members. Although our Board of Directors does not have a formal written diversity policy with respect to the evaluation of director candidates, in its evaluation of director candidates, our nominating and corporate governance committee will consider factors including, without limitation, issues of character, integrity, judgment, potential conflicts of interest, other commitments and diversity, and with respect to diversity, such factors as gender, race, ethnicity, experience and area of expertise, as well as other individual qualities and attributes that contribute to the total diversity of viewpoints and experience represented on the Board of Directors.

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

Background

In May 2022, the Company commenced the Restructuring to, among other things, strengthen its financial position and provide additional liquidity to fund its operations. The Company emerged from the Restructuring in May 2023. For more information, see "Prospectus Summary—Recent Developments—Reorganization and Emergence." Following its Emergence, the Company appointed the Board (or for the purposes of this section, the "Current Board") and compensation committee thereof (the "Compensation Committee") and made changes to its executive management team. For more information, see "Management."

This Executive Compensation section describes our compensation programs in effect for the year ended December 31, 2023, which include compensation arrangements put in place both prior to and during the Restructuring (the "Pre-Emergence Compensation Program") as well as those put in place following Emergence (the "Current Compensation Program").

Because compensation paid to our "named executive officers" ("NEOs") during 2023 was based on the Pre-Emergence Compensation Program from January 1, 2023 until May 16, 2023 and was based on the Current Compensation Program from May 17, 2023 until December 31, 2023, where applicable, this Compensation Discussion and Analysis describes how each applicable compensation component (i) is currently considered and used under the Current Compensation Program and (ii) was previously considered and used under the Pre-Emergence Compensation Program.

Our Named Executive Officers

The purpose of this Compensation Discussion and Analysis is to provide information about the material elements of compensation that were paid to, awarded to, or earned by our NEOs for 2023, which included the Company's principal executive officer, principal financial officer, and the three other most highly compensated executive officers employed at the end of 2023 (such NEOs collectively, the "Current NEOs"), as well as the Company's former principal executive officer and former principal financial officer, both of whom were employed by the Company for a portion of 2023. For 2023, our NEOs and their positions were:

- Mark "Mac" McFarland, President and Chief Executive Officer;
- Terry L. Nutt, Chief Financial Officer;
- Brad Berryman, Senior Vice President and Chief Nuclear Officer;
- Andrew Wright, Chief Administrative Officer (and Former General Counsel and Corporate Secretary);
- John Wander, General Counsel and Corporate Secretary;
- Alejandro Hernandez, Former Chief Executive Officer; and
- John Chesser, Former Chief Financial Officer.

We made several changes to our senior management team in 2023 in connection with Emergence: (i) Mr. Hernandez departed the Company in May 2023, at which time Mr. McFarland was appointed as President and Chief Executive Officer, (ii) Mr. Wright transitioned from his role as General Counsel and Corporate Secretary to the role of Chief Administrative Officer in June 2023, at which time Mr. Wander was appointed as General Counsel and Corporate Secretary, and (iii) Mr. Chesser departed the Company in July 2023, at which time Mr. Nutt was appointed as Chief Financial Officer.

Compensation Philosophy and Objectives

Our Compensation Committee reviews and approves the compensation of our NEOs and oversees and administers our executive compensation programs and initiatives. As we gain experience as a public company, we expect that the specific direction, emphasis and components of our executive compensation program will continue to evolve.

The Company strives to create an executive compensation program that balances short-term versus long-term payments and awards, cash payments versus equity awards, and fixed versus contingent payments and awards in ways that we believe are most appropriate to motivate our executive officers, while balancing the extenuating and evolving circumstances created by our recent Restructuring. Our executive compensation program is designed to:

- attract and retain talented and experienced executives in our industry;
- reward executives whose knowledge, skills and performance are critical to our success;
- align the interests of our executive officers and stockholders by motivating executive officers to increase stockholder value and rewarding executive officers when stockholder value increases;
- ensure fairness among the executive management team by recognizing the contributions each executive makes to our success;
- foster a shared commitment among executives by aligning their individual goals with the goals of the entire executive management team and the Company; and
- compensate our executives in a manner that incentivizes them to manage our business to meet our long-range objectives.

To achieve these objectives, our Compensation Committee has implemented the current compensation program, which ties a substantial portion of our executives' overall compensation to shareholder value, and key operating and financial metrics, such as safety, operating performance, EBITDA, and free cash flow.

We seek to foster in our executives a long-term commitment to the Company. We believe that there is great value to the Company in having a team of long-tenured, seasoned managers. Our team-focused culture and management processes are designed to foster this commitment.

Determining Compensation

Role of Our Compensation Committee and Named Executive Officers in the Current Compensation Program

Our Compensation Committee meets outside the presence of all of our executive officers, including our NEOs, to consider appropriate compensation for our Chief Executive Officer. For the compensation of all other NEOs, our Compensation Committee meets outside the presence of all executive officers except our Chief Executive Officer. Our Chief Executive Officer will review annually each other NEO's performance with our Compensation Committee and recommend appropriate base salary changes, cash performance awards and grants of long-term equity incentive awards (if any). Based upon the recommendations of our Chief Executive Officer and in consideration of the objectives described above and the principles described below, our Compensation Committee will approve the annual compensation packages of our executive officers other than our Chief Executive Officer. Our Compensation Committee also will annually analyze our Chief Executive Officer's performance and determine his base salary changes, cash performance awards and grants of long-term equity incentive awards (if any) based on its assessment of his performance with input from any consultants engaged by our Compensation Committee. Our Compensation Committee will then recommend to the Current Board any such changes it deems appropriate to our Chief Executive Officer's compensation package, and the Current Board will approve any such changes.

Role of the Prior Board and the Restructuring Committee in the Pre-Emergence Compensation Program

Compensation decisions with respect to our NEOs prior to Emergence, including the design and adoption of the Pre-Emergence Compensation Program in place from January 1, 2023 to May 17, 2023 were made by the board of directors prior to the Restructuring (the "Prior Board"), and decisions made during the Restructuring were generally made by the Restructuring Committee of the TES board of managers (the "Restructuring Committee") and approved by the Bankruptcy Court. The compensation paid to our NEOs prior to Emergence in 2023 is not indicative of how we compensate our Current NEOs (or expect to do so in the future), as it was significantly impacted by circumstances that the Prior Board and the Restructuring Committee determined justified changes in order to focus on cash retention and short-term incentives during the Restructuring. As discussed above, upon Emergence, the Company implemented the Current Compensation Program and pivoted toward an increased use of long-term incentives to facilitate stakeholder alignment.

Role of Compensation Consultants

In order to ensure that we continue to remunerate our executives appropriately, our Compensation Committee has retained Lyons, Benenson & Company, Inc. ("LB & Co.") as its independent compensation consultant. In such capacity, LB & Co. assisted with the design of the Current Compensation Program, reviewed our executive compensation policies and procedures following Emergence, and currently assists our Compensation Committee by providing comparative market data on compensation practices and programs based on an analysis of peer competitors and by providing guidance on industry best practices. Our Compensation Committee retains the right to modify or terminate its relationship with LB & Co. or to select other outside advisors to assist our Compensation Committee in carrying out its responsibilities.

The Prior Board and the Restructuring Committee retained Willis Towers Watson plc ("WTW") as independent compensation consultant to assist in designing the Pre-Emergence Compensation Program.

Neither LB & Co. nor WTW provided services to the Company other than the compensation advisory services described above.

Benchmarking

The Prior Board recognized that our success was dependent on our ability to attract and retain skilled executive officers, especially during the Restructuring. Thus, when designing the Pre-Emergence Compensation Program, the Prior Board and the Restructuring Committee, with assistance from WTW, reviewed and considered the compensation paid by our known competitors. The competitive market data provided by WTW was based, in part, on the peer group below, which was developed by WTW.

Following Emergence, in furtherance of the post-Emergence compensation objectives discussed above, our Compensation Committee engaged LB & Co. to review and update the Company's existing peer group. After its review, LB & Co. recommended maintaining the Company's existing peer group. LB & Co. reviewed and considered the compensation paid by the Company's peer group in terms of the elements of pay, total available pay opportunities and compensation actually received.

Both WTW, with respect to the Pre-Emergence Compensation Program, and LB & Co., with respect to the Current Compensation Program, used the following peer group in forming their recommendations:

Vistra Corp.	Portland General Electric Company	CyrusOne Inc.
The AES Corporation	Black Hills Corporation	DigitalBridgeGroup, Inc.
CenterPoint Energy, Inc.	PNM Resources, Inc.	CoreSite Realty Corporation
PPL Corporation	IDACORP, Inc.	QTS Realty Trust, Inc.
Iron Mountain Incorporated	Avista Corporation	Sunnova Energy International Inc.
Pinnacle West Capital Corporation	ALLETE, Inc.	Riot Blockchain, Inc.
Alliant Energy Corporation	NorthWestern Corporation	
OGE Energy Corp.	Clearway Energy, Inc.	

Risk Assessment

The Company has determined that any risks arising from our Current Compensation Program and post-Emergence policies are not reasonably likely to have a material adverse effect on the Company. These compensation programs and policies manage risk by combining performance-based, long-term compensation elements with payouts that are highly correlated to the value delivered to stockholders, which encourages employees to maintain both a short- and a long-term view with respect to Company performance.

Elements of Compensation

The Current Compensation Program, which was put in place at Emergence, is set by our Compensation Committee and consists of the following components:

- base salary;
- annual cash incentive awards linked to our overall performance;
- periodic grants of long-term equity-based compensation, such as restricted stock units and performance stock units;
- other executive benefits and perquisites; and
- employment agreements, which contain termination and change of control benefits.

We combine these elements to formulate compensation packages that provide competitive pay, reward the achievement of financial, operational and strategic objectives and align the interests of our executive officers and other senior personnel with those of our stakeholders.

Pay Mix

We believe the compensation elements mentioned above collectively provide a well-proportioned mix of secure compensation, retention value and at-risk compensation, while balancing short-term and long-term performance incentives and rewards. We strategically use each compensation element to provide our executives a measure of security in the minimum expected level of compensation, while motivating them to focus on business metrics that will produce a high level of short-term and long-term performance for the Company, as well as reducing the risk of recruitment of top executive talent by competitors. The mix of metrics used for our annual performance bonus and long-term incentive program likewise provides an appropriate balance between short-term financial performance and long-term financial and stock performance.

For key executives, including our NEOs, the mix of compensation is weighted toward at-risk pay, such as annual incentives and long-term incentives. Maintaining this pay mix results fundamentally in a pay-for-performance orientation for our executives, which is aligned with our stated compensation philosophy of providing compensation commensurate with performance.

Base Salary

The base salary established for each of our executive officers is intended to reflect each individual's responsibilities, experience, prior performance and other discretionary factors deemed relevant by our Compensation Committee. Base salary is also designed to provide our executive officers with steady cash flow during the course of the year that is not contingent on short-term variations in our corporate performance. Our Compensation Committee determines market-level base salaries based on our executives' experience in the industry with reference to the base salaries of similarly situated executives in other companies of similar size and stage of development operating in our industry. This determination is informal and based primarily on our Compensation Committee's general knowledge of the compensation practices within our industry. The base salaries paid to our NEOs in 2023 are set forth in the table below.

Named Executive Officer	Base Salary as of January 1, 2023	Base Salary as of December 31, 2023
Mark McFarland[(1)]	—	$ 1,125,000
Terry L. Nutt[(1)]	—	$ 550,000
Brad Berryman[(2)]	$ 533,319	$ 550,000
Andrew Wright[(3)]	$ 529,163	$ 530,000
John Wander[(1)]	—	$ 550,000
Alejandro Hernandez[(4)]	$ 1,261,750	—
John Chesser[(4)]	$ 529,163	—

(1) Messrs. McFarland, Nutt and Wander were hired in May 2023, July 2023, and June 2023, respectively, and their base salaries were determined under the Current Compensation Program.
(2) Upon Emergence, Mr. Berryman entered into a new employment agreement pursuant to which he received a salary increase, as reflected in this table.
(3) In connection with Emergence, Mr. Wright's base salary increased in June 2023 in connection with his transition from General Counsel and Corporate Secretary to his role as Chief Administrative Officer.
(4) Messrs. Hernandez and Chesser left the Company in May 2023 and July 2023, respectively.

Short-Term Cash Incentives

Current and Pre-Emergence Compensation Program: STI Program

Both prior to and following Emergence, the Company has maintained a short-term incentive bonus program (the "STI Program") pursuant to which certain employees, including our NEOs, are eligible to receive cash bonus payments equal to a percentage of base salary, with the amount of such payment based on the Company's financial and operational performance as compared to target metrics, with individual awards subject to further adjustment based on management's determination of individual performance. Cash payments under the STI Program are intended to offer incentive compensation by rewarding the achievement of corporate and individual performance objectives. We believe that establishing cash bonus opportunities helps us attract and retain qualified and highly skilled executives. These annual bonuses are intended to reward executive officers who have a positive impact on corporate results.

Current STI Program. Following Emergence, our Compensation Committee has authority to award annual cash bonuses to our NEOs under the STI Program. On an annual basis, or at the commencement of an executive officer's employment with us, our Compensation Committee typically sets a target level of bonus compensation that is structured as a percentage of such executive officer's annual base salary. Following Emergence, the Compensation Committee approved bonus opportunities under the STI Program for the Current NEOs for the second half of 2023 (the "Current STI Program"), with target levels of aggregate bonus compensation structured as a percentage of base salary, as set forth in the table below, in each case, earned based upon the achievement of performance objectives

determined by our Compensation Committee, as discussed in more detail below. Annual bonus payouts may range from 0-200% of target, depending on performance.

Executive	Target STI Payout (% of Base Salary)	2023 Target Payout
Mark McFarland[1]	135 %	$ 952,860
Terry L. Nutt[3]	100 %	$ 550,000
Brad Berryman[2]	100 %	$ 550,000
Andrew Wright[2]	100 %	$ 530,000
John Wander[3]	100 %	$ 550,000

(1) Mr. McFarland's 2023 target bonus will be computed pro-rata for the number of days employed during the performance year.
(2) Messrs. Berryman's and Wright's payouts will be adjusted to reflect previously received payouts under the various 2023 bonus programs.
(3) Pursuant to their respective employment agreements, Messrs. Nutt's and Wander's payouts will be paid as though they were employed during the entire performance year.

Payouts under the Current STI Program were determined based on the Company's achievement, during the second half of 2023, of safety goals (measured against "Lost Time Incident Rate" performance metrics, as defined below), "Equivalent Forced Outage Factor" performance metrics, as defined below, financial goals (measured against Adjusted EBITDA and Adjusted Free Cash Flow performance metrics) and the Company's progress toward the transformation of its asset base, as set forth and described in the table below.

Metric	Weight	Threshold Performance (50%)	Target Performance (100%)	Maximum Performance (200%)	Performance Certified for 2H 2023 (% of Target)
2H 2023 Safety[1]	15 %	0.5	0.3	0.0	137 %
2H 2023 Forced Outage Performance[2]	15 %	5.0 %	3.3 %	2.7 %	0 %
2H 2023 Adjusted EBITDA	30 %	$234 million	$352 million	$570 million	97 %
2H 2023 Adjusted Free Cash Flow	30 %	$(29) million	$89 million	$307 million	114 %
Progress of Transformation	10 %	—	Discretionary Metrics / Guidelines	Discretionary Metrics / Guidelines	100 %

(1) Safety is measured as the total number of lost time injuries multiplied by 200,000 divided by the total number of hours worked ("Lost Time Incident Rate").
(2) Forced Outage Performance is measured as the fraction of a given period in which a generating unit is not available due to forced outages and forced derating ("Equivalent Forced Outage Factor").

In March 2024, the Compensation Committee certified that, based on the above performance and weightings, performance metrics were collectively satisfied at 94.07% under the Current STI Program in respect of the second half of 2023 for each Current NEO. The Compensation Committee further certified, based on annual performance and weightings, that performance metrics were collectively satisfied at 152.3% for the first quarter of 2023 and 134.1% for the second quarter of 2023, in each case, under the Pre-Emergence STI Program (discussed further below). As Mr. McFarland was not employed until the second quarter of 2023, he did not receive a bonus amount for the first quarter performance period, and he received a pro-rated bonus amount for the second quarter of 2023 (certified at a 94.07% level based on actual performance). Both Messrs. Nutt and Wander were entitled to full year annual bonus payments for 2023 under the terms of their employment agreements. However, because they were not employed by the Company during the first and second quarters of 2023, the Compensation Committee determined to adjust the performance achievement of the Company-wide metrics under the STI Program downward to reflect achievement at 100% for the first and second quarters of 2023 rather than the actual level of performance achieved.

Individual Multiplier

After performance is determined for the STI Program based on the metrics described above, an individual multiplier is applied to each Current NEO's annual bonus amount to determine each Current NEO's overall earned 2023 STI amount. A Current NEO's individual multiplier is determined by the Chief Executive Officer's rating of each Current NEO's individual performance (except his own) on a scale of 1 to 5 (with 5 being the highest), with the resulting multiplier determined, in consultation with the Compensation Committee, based on the recommended range for such rating, as shown in the chart below. The Board determines the individual rating for the Chief Executive Officer on the same scale.

Bonus Performance Rating and Related Individual Multiplier

Rating	Minimum	Maximum
1	0 %	0 %
2	0 %	0 %
3	80 %	105 %
4	100 %	125 %
5	125 %	150 %

Based on the ratings recommended by the Chief Executive Officer and the Board's independent determination of the CEO's individual performance, an individual multiplier of 135% was applied to each Current NEO's annual 2023 STI payment. Accordingly, each Current NEO received the following total for 2023 STI.

Executive	Annual 2023 STI Payout Prior to Applying Multiplier	2023 STI Total Payout
Mark McFarland	$ 896,355	$ 1,210,079
Terry L. Nutt	$ 533,558	$ 720,304
Brad Berryman	$ 651,245	$ 879,181
Andrew Wright	$ 627,563	$ 847,210
John Wander	$ 533,558	$ 720,304

The actual payments made in 2024 for performance under the STI Program for Messrs. Berryman and Wright were reduced to reflect previously paid bonus amounts with respect to the Pre-Emergence STI Program (described below).

Pre-Emergence 2023 STI Program. Prior to Emergence, the Prior Board and the Restructuring Committee approved quarterly bonus opportunities for corporate employees under the STI Program for 2023 (the "Pre-Emergence 2023 STI Program"), with target levels of aggregate bonus compensation structured as a percentage of base salary. Payouts were determined based on the Company's achievement of its Business Plan Investment goals (measured against Operations and Maintenance; CapEx and General and Administrative performance metrics), Safety goals (measured against Lost Time Incident Rate performance metrics), Equivalent Forced Outage Factor

performance metrics, and the Company's progress toward recapitalization and the transformation of its asset base, as set forth and described in the table below.

Metric	Weight	Threshold Performance	Target Performance (100%)	Maximum Performance (125 – 250%)	Performance Certified for Q2 2023 (% of Target)
Business Plan Investment[1]	50 %	$1,190 million	$1,035 million	$880 million (200%)	167 %
Safety[2]	15 %	0.75	0.3	0.20 (125%)	125 %
Forced Outage Performance[3]	15 %	6.6 %	3.3 %	2.3% (250%)	79 %
Progress on Recapitalization	10 %	—	Board Discretionary Metrics / Guidelines	Board Discretionary Metrics / Guidelines (200%)	100 %
Progress of Transformation	10 %	—	Board Discretionary Metrics / Guidelines	Board Discretionary Metrics / Guidelines (200%)	100 %

(1) The Business Plan Investment goals were measured on an annual basis by comparing actual levels of Operations and Maintenance; CapEx and General and Administrative expenditures as compared against the projected levels of such expenditures in the Company's business plan.
(2) Safety was measured as Lost Time Incident Rate
(3) The Equivalent Forced Outage Factor was measured as the fraction of a given period in which a generating unit is not available due to forced outages and forced derating.

During the pendency of the Restructuring, NEOs were not eligible to participate in the Pre-Emergence 2023 STI Program and instead received cash bonuses under an Advanced STI Bonus and the KEIP (both discussed in further detail below) for the first quarter of 2023.

For the first quarter of 2023, amounts under the Pre-Emergence 2023 STI Program were prepaid to each participating NEO in April 2022 at target performance level (the "Advanced STI Bonus"), to be earned and retained subject to continued employment through March 31, 2023 and achievement of the applicable performance targets. The Advanced STI Bonuses were subject to clawback provisions until fully earned. In April 2023, the Prior Board deemed all performance metrics were collectively satisfied at 130.2% in respect of the first quarter of 2023 for our participating NEOs, which remained subject to the certification of annual metrics at the end of the year. Accordingly, the portions of the Advanced STI Bonuses in respect of the first quarter of 2023 were deemed earned as of March 31, 2023 and are included in the Summary Compensation Table for compensation earned during 2023 for our participating NEOs. However, because their prepaid amounts reflected 100% performance, additional amounts were paid to Messrs. Berryman and Wright in 2024 to reflect the difference between what was previously paid and actual performance. In March 2024, the Compensation Committee subsequently certified the performance for the first quarter of 2023 at 152.3% to reflect the ultimate achievement of the Business Plan Investment metric at 167.2%.

The table below shows the Advanced STI Bonuses paid to each participating NEO in respect of Q1 2023 performance, earned in March 2023.

Executive	Target STI Opportunity (% of Base Salary)		Advanced STI Bonus for Q1 2023 Performance ($)
Brad Berryman	100	%	129,761
Andrew Wright	100	%	128,750
Alejandro Hernandez	200	%	631,000
John Chesser	100	%	128,750

Following Emergence, for the second quarter of 2023, the remaining NEOs that remained with the Company (i.e., Messrs. Berryman and Wright) became eligible to participate in the Pre-Emergence 2023 STI Program (based on the performance metrics above), and received cash bonuses under the Pre-Emergence 2023 STI Program for the second quarter of 2023. In August 2023, the Compensation Committee certified performance under the Pre-Emergence 2023 STI Program for the second quarter of 2023 in the amounts described above at 127.6%, which remained subject to the certification of annual metrics at the end of the year. The portions of the 2023 annual bonuses with respect to performance during the second quarter of 2023 were paid in August 2023 (the "Q2 Annual Bonus Payout") to Messrs. Berryman and Wright in the amounts of $137,500 and $132,500, respectively. In March 2024, the Compensation Committee subsequently certified the performance for the first quarter of 2023 at 134.1% to reflect the ultimate achievement of the Business Plan Investment metric at 167.2%.

Pre-Emergence Compensation Program: Key Employee Incentive Plan

In August 2022, the Bankruptcy Court approved the TES Key Employee Incentive Plan (the "KEIP"), pursuant to which certain key employees identified by the Prior Board, including Messrs. Hernandez, Chesser, Berryman and Wright, were eligible to earn certain performance-related bonuses during the period beginning in the second quarter of 2022 through the third quarter of 2023; however, as the Restructuring was completed in the second quarter of 2023, the KEIP was terminated and no bonuses were earned or paid thereunder for the third quarter of 2023. Such NEOs were eligible to earn the following bonuses under the KEIP in 2023: (i) quarterly incentive payments based on achievement of business plan targets for Equivalent Forced Outage Factor, Safety, and Business Plan Investment (as described below) measured against performance metrics for each of the fourth quarter of 2022 and the first and second quarters of 2023 (collectively, the "Quarterly Performance Bonuses"), (ii) incentive payments based on the Company's entry into binding agreements to sell certain non-core assets and the proceeds therefrom, to be paid out 50% upon execution of such binding agreement and 50% upon the Company's receipt of the proceeds (collectively, the "Asset Sale Bonuses"), and (iii) an incentive payment based on achievement of the Company's Incremental Cash Balance as of March 31, 2023 (the "Cash Balance Bonus" and the incentive payments described in (i) through (iii) collectively, the "KEIP Payments"). The KEIP Payments are in addition to amounts earned by our NEOs under the STI Program.

The potential amount payable to each participating NEO upon the conclusion of each applicable performance period was based on the achievement of specified performance metrics for each applicable performance period as set forth in the table below and subject to the NEO's continued employment through the date of payment. The

performance levels, performance period and timing of payment for each component of the KEIP that was eligible to be earned by the participating NEOs in 2023 is set forth below.

		Performance Goals			
Metric	**Measurement Period**	**Threshold**	**Target**	**Maximum**	**Payout Timing**
Equivalent Forced Outage Factor[1]	Quarterly (4Q '22 – 3Q '23)	6.60 %	3.30 %	2.30 %	Quarterly
Safety[2]	Quarterly (4Q '22 – 3Q '23)	0.75	0.3	0.2	Quarterly
Business Plan Investment[3]	Quarterly (4Q '22 – 3Q '23)	110% of Target	Business Plan Target	90% of Target	Quarterly
Incremental Cash Balance	Quarterly (4Q '22 – 3Q '23)	$0 - $120 million	$482 million	$751 million	As soon as practicable following March 31, 2023

(1) The Equivalent Forced Outage Factor was measured as the fraction of a given period in which a generating unit is not available due to forced outages and forced derating.
(2) Safety was measured as Lost Time Incident Rate, i.e., the total number of lost time injuries times 200,000 divided by the total number of hours worked.
(3) The Business Plan Investment goals were measured by comparing actual levels of Operations and Maintenance; CapEx and General and Administrative expenditures as compared against the projected levels of such expenditures in the Company's business plan.

The table below details the threshold and maximum payout as a percentage of target for each performance metric. With respect to the Asset Sale Bonuses, the KEIP provided for a payment equal to 1.9782% of the first $70 million of proceeds from consummation of any sales of non-core assets.

	KEIP Payout Range (% of Target)			Performance Certified for Q2 2023
Metric	**Threshold**	**Target**	**Maximum**	**(% of Target)**
Equivalent Forced Outage Factor	20 %	100 %	225 %	225 %
Safety	20 %	100 %	112.5 %	93 %
Business Plan Investment	20 %	100 %	180 %	106 %
Incremental Cash Balance	20 %	100 %	180 %	40 %

The following amounts were earned and paid out under the KEIP in 2023:

- The Prior Board and/or Restructuring Committee (and for the second quarter of 2023, the Compensation Committee) certified the following performance achievements for Quarterly Performance Bonuses and, for the first quarter of 2023, the Cash Balance Bonus, under the KEIP:
  - For the first quarter of 2023, total weighted performance (based on the performance for each metric set forth in the above table) was determined to be 70%, with amounts paid out in April 2023.
  - Pursuant to their separation agreements, each of Messrs. Hernandez and Chesser received prorated KEIP Payments for the second quarter of 2023 through the date of Emergence equal to $76,449 and $22,935, respectively. At Emergence, Messrs. Berryman and Wright were transitioned to the Current STI Program and did not receive KEIP Payments for the second quarter of 2023.

- The Restructuring Committee certified certain "Asset Sale Bonuses" payable in connection with the sales of (i) certain mineral interests in Pennsylvania, (ii) an asset management and gas transportation agreement, and (iii) an office building in Montana. The Asset Sale Bonuses were paid between March and May 2023.

The KEIP was terminated upon Emergence in connection with the adoption of the Current STI Program described above.

Payments made to our NEOs under the KEIP for performance during 2023 are shown in the table directly below, and the aggregate payments made under the KEIP for 2023 performance are reported in the Summary Compensation Table below.

	Quarterly Performance Bonuses		
Named Executive Officer	**Q1 2023**	**Q2 2023**	**Asset Sale Bonuses ($)**
Brad Berryman	37,545	—	116,776
Andrew Wright	30,036	—	93,421
Alejandro Hernandez	150,178	76,449 (1)	467,107
John Chesser	45,054	22,935 (1)	140,132

(1) Represents prorated payment made to NEO under the KEIP for the second quarter of 2023 through the date of Emergence, pursuant to the applicable Separation Agreement.

Special Emergence Bonuses

In June 2023, Messrs. Berryman, Wright and Chesser were awarded and paid one-time cash bonuses in amounts of $300,000, $200,000 and $300,000, respectively, in recognition of their contributions during the Restructuring.

Long-Term Equity-Based Incentives

Current Compensation Program: 2023 Equity Incentive Plan and Equity Awards

Upon Emergence, the Current Board approved the Talen Energy Corporation 2023 Equity Incentive Plan (the "2023 Equity Plan"), a new long-term equity incentive plan for employees and directors of the Company. Grants under the 2023 Equity Plan are denominated in shares of our common stock. Under the 2023 Equity Plan, participants may receive grants of shares, options to purchase shares, restricted stock, restricted stock units, performance-based awards and other stock-based and cash-based awards upon terms and conditions determined by the Current Board, as delegated to the Compensation Committee. A total of 7,083,461 shares of our common stock have been reserved for issuance with respect to awards under the 2023 Equity Plan.

Grants of time-based restricted stock units ("RSUs") and performance-based restricted stock units ("PSUs") were made to the Current NEOs. The amount of each award was based on the executive's scope of responsibility and contribution to value creation, market-based compensation data and other relevant factors determined by our Compensation Committee in its discretion. These grants were intended to represent each executive's long-term incentive grants for the first three years following Emergence, and regular annual long-term incentive grants are not expected to be made again until 2026. Following Emergence, the Current NEOs were granted the following equity awards under the 2023 Equity Plan:

	2023 Emergence Grants (1)			
Executive	**Target Annual LTI Payout (% of Base Salary)**	**Number of RSUs**	**Target Number of PSUs**	**Target Value (in Dollars)**
Mark McFarland	700 %	223,141	334,711	$ 23,625,000
Terry L. Nutt	400 %	62,338	93,507	$ 6,600,000
Brad Berryman	400 %	62,338	93,507	$ 6,600,000
Andrew Wright	400 %	60,071	90,107	$ 6,360,000
John Wander	400 %	62,338	93,507	$ 6,600,000

(1) The Emergence grants are intended to reflect each Current NEO's long-term incentive target for the three years following Emergence, and annual grants are expected to resume beginning in 2026.

The RSUs function as a retention incentive and vest in equal annual installments over three years from the "vesting commencement date" (which is generally approximately the grant date) and generally require continued service. The PSUs vest upon achievement of specified per-share values of the Company's common stock, plus any dividends paid during the term of the award (the "Adjusted Equity Value"), as of the third anniversary of the vesting commencement date (or, if sooner, the occurrence of a "Change in Control" (as defined in the 2023 Equity Plan)), subject to continued service through such date (except as set forth below). The number of PSUs that vest ("Earned PSUs") can range from 0% to 200% of the target number of PSUs subject to the award, plus, in the case of certain executive officers (including the Current NEOs), if the maximum Adjusted Equity Value set forth in the award agreement is exceeded, an additional incentive in an amount equal to the holder's proportionate share amongst the participating executive officers of 1% of the Company's market capitalization above such maximum Adjusted Equity Value. The recipients may not sell or transfer any of the shares of common stock received upon vesting of RSUs and PSUs until the earlier of a Change in Control or the third anniversary of Emergence.

Performance Level	Adjusted Equity Value (per Share)	Earned PSUs [1]
Threshold	$ 42.35	0%
Target	$ 52.52	100%
Maximum	$ 73.69	200%
Above Maximum	>$73.69	1% of market capitalization implied by Adjusted Equity Value in excess of Maximum are allocated as incremental Earned PSUs (see above)

(1) No PSUs will become Earned PSUs if the Adjusted Equity Value is less than Threshold, and linear interpolation shall be used to determine the number of Earned PSUs to the extent that the Adjusted Equity Value is between the Threshold and Maximum amounts set forth in the table.

For treatment of the outstanding RSUs and PSUs upon certain terminations of employment or the occurrence of a "Change in Control," see the section below entitled "—Potential Payments Upon Termination or Change in Control."

Long-Term Cash Incentives

Pre-Emergence Compensation Program: Commercial and Risk Team Long-Term Incentive Plan

TES maintained the Commercial and Risk Team Long-Term Incentive Plan (the "CRIP"), pursuant to which certain employees of TES and its subsidiaries, including Mr. Chesser, were eligible to receive the cash retention bonus payments described below. None of the Current NEOs participate in the CRIP.

In March 2022, Mr. Chesser was granted an award under the CRIP, pursuant to which he was eligible to earn an aggregate cash retention bonus of $500,000, payable in three equal installments of $166,666.67 during the first 90 days of each of the 2022, 2023 and 2024 calendar years, subject to his continued employment through the date of payment. Mr. Chesser received his second installment payment under his CRIP award equal to $166,666.67 in June 2023 (which is reflected in the Summary Compensation Table). Mr. Chesser's entitlement to the third installment payment under his CRIP award was forfeited in connection with his termination of employment in accordance with the terms and conditions of his severance arrangement. For additional information, see the section entitled "—Potential Payments upon Termination or Change of Control."

Pre-Emergence: Retention Bonus Awards

In November 2021, the Prior Board granted retention bonus awards (the "Pre-Restructuring TRAs") to certain key employees, including some of our NEOs, pursuant to which each participating NEO was eligible to receive a

retention bonus in an amount equal to 100% of base salary, paid in two equal installments in November 2021 and November 2022 or such earlier date as determined by the Company's then Chief Executive Officer after consultation with the Prior Board (the "Second TRA Installment"), subject to continued employment through the payment date and subject to vesting in the right to retain each installment. The participating NEOs were to become vested in the Second TRA Installment on the first anniversary of November 12, 2022. In the event of a "change in control," vesting of the Second TRA Installment would accelerate to the 30th day following the consummation of such transaction. In April 2022, the Prior Board approved amendments to the Pre-Restructuring TRAs (the "Amended TRAs"), including those held by our participating NEOs, with respect to the timing of payment and vesting schedule of the Second TRA Installment. Under the Amended TRAs, the Second TRA Installment was paid to our participating executives in April 2022, and would vest upon the earliest of (i) December 31, 2023, (ii) 60 days following the effective date of a Chapter 11 plan of reorganization of the Company, and (iii) 30 days after the consummation of a "change in control," subject to the executive continuing to diligently perform his duties through such date (except in limited circumstances). Accordingly, the Second TRA Installment under each participating NEO's Amended TRA vested on June 17, 2023 (60 days following Emergence), except for Mr. Hernandez's, which was deemed vested as of his termination of employment and is reported in the Summary Compensation Table as compensation earned in 2023.

The table below sets forth the value of each NEO's Amended TRA opportunity earned by our NEOs in 2023:

Executive	Second TRA Installment ($)
Andrew Wright	386,623
Brad Berryman	365,106
Alejandro Hernandez	2,149,788
John Chesser	362,260

Other Executive Benefits and Perquisites

We provide the following benefits to our executive officers on the same basis as other eligible employees:

- health insurance;
- vacation, personal holidays and sick days;
- life insurance and supplemental life insurance;
- short-term and long-term disability;
- a $2,500 per year lifestyle account for wellness-related expenses (2023 only); and
- a 401(k) plan with matching contributions.

We believe these benefits are generally consistent with those offered by other companies and specifically with those companies with which we compete for employees.

In addition, Mr. Hernandez received special security arrangements, which included a personal protective detail, including secure transportation, for himself and his immediate family, as well as protective personnel and equipment for their residence.

Employment Agreements with Named Executive Officers

In connection with Emergence, we have entered into employment agreements with each of the Current NEOs, each of which has a three-year term and provides for each of the compensation elements of the Current Compensation Program described above, including base salary, annual bonus, and long-term equity incentive awards. The employment agreements also provide for each Current NEO's eligibility to participate in the Company's employee benefit plans, policies and arrangements that are generally available to executive officers. Mr.

McFarland's employment agreement entitles him to a cash signing bonus of $2,000,000, payable in two equal installments on each of May 17, 2024 and May 17, 2025 (the first two anniversaries of the execution date of his employment agreement). Mr. Wander's employment agreement also entitles him to a cash signing bonus of $500,000, payable in two equal installments on each of June 19, 2023 and June 19, 2024 (the execution date of his employment agreement and the first anniversary thereof), subject to his continued employment through the date of payment and to a clawback provision if he is terminated for Cause or resigns without Good Reason (both as defined in his employment agreement) prior to June 19, 2024. The employment agreements also contain non-competition and non-solicitation restrictions applicable during the term of employment and for 12 months thereafter, as well as perpetual non-disparagement and confidentiality provisions. The employment agreements also provide for certain payments and benefits upon a termination by the Company without Cause or by the NEO for Good Reason or due to death or Disability, as described below in the section entitled "—Potential Payments Upon Termination or Change in Control."

Stock Ownership Guidelines

We believe it is important for our executive officers to share in the ownership of Talen to ensure the alignment of their goals with the interests of our stockholders. We have established guidelines of equity ownership for our Chief Executive Officer equivalent to five times his base salary, for our other executive officers equivalent to three times their respective base salaries and for our non-employee directors equivalent to three times their respective annual cash retainers. Each will have a transition period to meet the requirements set forth in the guidelines to the extent they are not currently in compliance with these guidelines. We anticipate that the three-year holding restrictions on the vested RSUs and PSUs will enable our executive officers and non-employee directors who received such equity awards in 2023 to meet this requirement.

Prohibition on Hedging

We have adopted an insider trading policy prohibiting all employees, including executive officers, and directors from engaging in any form of hedging transaction involving our securities. The policy addresses short sales and transactions involving publicly traded options and prohibits such individuals from holding our securities in margin accounts and from pledging our securities as collateral for loans. We believe that these policies further align our executives' interests with those of our stockholders.

Impact of Accounting and Tax Requirements on Compensation

The Current Board and our Compensation Committee consider tax deductibility and other tax implications when designing our executive compensation programs. However, we believe that there are certain circumstances where the provision of compensation that is not fully tax deductible, including by reason of Section 162(m) of the Code, is more consistent with our compensation objectives. Our Compensation Committee retains discretion and flexibility to award non-deductible compensation to our NEOs as it deems appropriate and in furtherance of our compensation philosophy and objectives.

Another section of the Code, Section 409A, affects the manner by which deferred compensation opportunities are offered to our employees because Section 409A requires, among other things, that "non-qualified deferred compensation" be structured in a manner that limits employees' abilities to accelerate or further defer certain kinds of deferred compensation. We intend to operate our existing compensation arrangements that are covered by Section 409A in accordance with the applicable rules thereunder, and we will continue to review and amend our compensation arrangements where necessary to comply with Section 409A.

Further, Section 280G of the Code disallows a tax deduction with respect to "excess parachute payments" to certain executive officers of companies that undergo a change in control. In addition, Section 4999 of the Code imposes a 20% excise tax penalty on the individual receiving the "excess parachute payment." Parachute payments are compensation that is linked to or triggered by a change in control and may include, but are not limited to, bonus payments, severance payments, certain fringe benefits, and payments and acceleration of vesting from long-term incentive plans or programs and other equity-based compensation. "Excess parachute payments" are parachute payments that exceed a threshold determined under Section 280G of the Internal Revenue Code based on an executive officer's prior compensation. In approving compensation arrangements for our NEOs, the Current Board

considers all elements of the cost to us of providing such compensation, including the potential impact of Section 280G of the Code. However, the Current Board may, in its judgment, authorize compensation arrangements that could give rise to loss of deductibility of Section 280G of the Code and the imposition of excise taxes under Section 4999 of the Code when it believes that such arrangements are appropriate to attract and retain executive talent.

Accounting for Stock-Based Compensation

We follow ASC 718 for our equity-based compensation awards. ASC 718 requires companies to calculate the grant date "fair value" of their equity-based awards using a variety of assumptions. ASC 718 also requires companies to recognize the compensation cost of their equity-based awards in their income statements over the period that an associate is required to render service in exchange for the award. Future grants of stock options, restricted stock, performance-based or other restricted stock units and other equity-based awards under our equity incentive award plans will be accounted for under ASC 718. The Compensation Committee regularly considers the accounting implications of significant compensation decisions, especially in connection with decisions that relate to our equity incentive award plans and programs. As accounting standards change, we may revise certain programs to appropriately align accounting expenses of our equity awards with our overall executive compensation philosophy and objectives.

Summary Compensation Table

The following table sets forth certain information with respect to compensation paid to, awarded to or earned by our NEOs for the years ended December 31, 2022 and December 31, 2023.

Name and Principal Position	Year	Salary ($)[1]	Bonus ($)[2]	Stock Awards ($)[3]	Non-Equity Incentive Plan Compensation ($)[4]	All Other Compensation ($)[5]	Total ($)
Mark McFarland,[6]	2023	683,654	—	27,667,227	1,210,079	13,782	29,574,742
President and Chief Executive Officer	2022	—	—	—	—	—	—
Terry L. Nutt,[7]	2023	253,846	—	9,860,313	720,304	9,335	10,843,798
Chief Financial Officer	2022	—	—	—	—	—	—
Brad Berryman,	2023	541,660	665,106	7,729,289	1,251,994	40,498	10,228,547
Senior Vice President and Chief Nuclear Officer	2022	520,530	251,964	—	1,197,227	20,753	1,990,474
Andrew Wright,[8]	2023	529,598	586,623	7,448,229	1,145,461	49,488	9,759,399
Chief Administrative Officer (Former General Counsel and Corporate Secretary)	2022	501,136	210,124	—	1,034,590	21,414	1,767,264
John Wander,[9]	2023	285,578	250,000	7,729,289	720,304	3,881	8,989,052
General Counsel and Corporate Secretary	2022	—	—	—	—	—	—
Alejandro Hernandez,[10]	2023	499,847	—	—	2,122,155	7,528,830	10,150,832
Former Chief Executive Officer	2022	1,254,683	612,500	—	5,428,248	1,807,975	9,103,406
John Chesser,[11]	2023	264,581	828,927		576,128	1,222,966	2,892,602
Former Chief Financial Officer	2022	516,473	416,667	—	1,328,182	28,355	2,289,677

(1) The amounts in this column for 2023 reflect amounts actually earned by each NEO, as described under "—Compensation Discussion and Analysis—Elements of Compensation—Base Salary."

(2) The amounts in this column reflect (i) the Emergence Bonuses paid to Messrs. Berryman, Wright and Chesser, (ii) payment under the CRIP made in 2023 to Mr. Chesser, (iii) payments under the Amended TRA earned in 2023 by Messrs. Berryman, Wright, Hernandez and Chesser, and (iv) the first installment of Mr. Wander's signing bonus. For additional information about these bonus programs, see "—

Compensation Discussion and Analysis—Elements of Compensation—Short-Term Incentives" and "—Compensation Discussion and Analysis—Elements of Compensation—Long-Term Cash Incentives."

(3) The amounts in this column reflect the aggregate grant date fair value of the RSUs and PSUs granted under the 2023 Equity Plan, calculated in accordance with ASC Topic 718 and using the assumptions discussed under "Stock-Based Compensation" in Note 2 to the Annual Financial Statements. Under ASC Topic 718, the grant date fair values of all PSUs shown in the table are $17,291,170 for Mr. McFarland, $6,559,516 for Mr. Nutt, $4,830,572 for Mr. Berryman, $4,654,928 for Mr. Wright, and $4,830,572 for Mr. Wander. The payout value of the PSUs calculated at maximum performance achievement earned at the end of the three-year performance period would equal $49,329,707 for Mr. McFarland, $13,781,062 for Messrs. Nutt, Berryman and Wander, and $13,279,970 for Mr. Wright. Because the grant date fair value is based on the date the awards were granted, amounts in this column may vary among NEOs who received similar-sized awards but on different dates.

(4) The amounts in this column for 2023, detailed for each NEO below, reflect the cash amounts (i) earned by our NEOs in 2023 as Advanced STI Bonuses under the Pre-Emergence STI Program with respect to the first quarter of 2023 (which were prepaid in 2022), (ii) earned by and paid to our NEOs in 2023 under the Pre-Emergence STI Program with respect to the second quarter of 2023, (iii) earned by our NEOs in 2023 under the Current STI Program with respect to the third and fourth quarters of 2023 (which were paid in 2024), (iv) earned by and paid to our NEOs in 2023 as Asset Sale Bonuses under the KEIP, and (v) earned by and paid to our NEOs in 2023 as Quarterly Performance Bonuses under the KEIP with respect to the first quarter of 2023.

(a) For Mr. McFarland, a $1,210,079 payment under the STI Program for 2023.
(b) For Mr. Nutt, a $720,304 payment under the STI Program for 2023.
(c) For Mr. Berryman, (i) a $879,180 payment under the STI Program for 2023, which includes a $129,761 pre-payment as an Advanced STI Bonus for the Q1 STI and a $137,500 payment for the Q2 STI, (ii) $116,776 in payouts for the Asset Sale Bonuses, and (iii) a $256,037 payment for the Q1 KEIP.
(d) For Mr. Wright, (i) $847,210 under the STI Program for 2023, which includes a $128,750 pre-payment as an Advanced STI Bonus for the Q1 STI and a $132,500 payment for the Q2 STI, (ii) $93,421 in payouts for the Asset Sale Bonuses, and (iii) a $204,830 payment for the Q1 KEIP.
(e) For Mr. Wander, a $720,304 payment under the STI Program for 2023.
(f) For Mr. Hernandez, (i) a $631,000 payment for the Q1 STI, (ii) $467,107 in payouts for the Asset Sale Bonuses, and (iii) a $1,024,048 payment for the Q1 KEIP.
(g) For Mr. Chesser, (i) a $128,750 payment for the Q1 STI, (ii) $140,132 in payouts for the Asset Sale Bonuses, and (iii) a $307,244 payment for the Q1 KEIP.

For additional information about these short-term incentive programs, see "—Compensation Discussion and Analysis—Elements of Compensation—Short-Term Incentives."

(5) The amounts in this column for 2023 reflect the following perquisites received by our NEOs in the amounts set forth in the following table: (a) payments for the cost of premiums for a term life insurance policy paid by us, (b) an employer matching contribution to the 401(k) plan, (c) an employer discretionary contribution to the 401(k) Plan, (d) a contribution to the NEO's health savings account, (e) expenses under the NEO's lifestyle account, (f) payments for financial counseling services, (g) a payment for the cost of health and welfare benefits for the NEO's dependent(s), and (h) other perquisites and payments (described further below).

Name	Term Life Insurance Policy ($)	401(k) Plan Matching Contribution($)	401(k) Plan Discretionary Contribution($)	Health Saving Account ($)	Lifestyle Account ($)	Financial Counsel Services ($)	Dependent Health and Welfare ($)	Other Perquisites and Payments ($)
Mark McFarland	1,614	—	—	—	2,293	9,875	—	—
Terry L. Nutt	415	4,231	—	554	2,500	1,635	—	—
Brad Berryman	2,498	13,200	6,100	1,200	2,500	15,000	—	—
Andrew Wright	2,477	13,200	6,100	1,200	2,500	15,000	9,011	—
John Wander	1,389	—	—	—	2,500	—	—	—
Alejandro Hernandez	723	13,200	6,100	508	2,428	15,000	—	7,490,871[x]
John Chesser	465	11,488	6,100	646	—	8,014	4,820	1,191,433[y]

(x) Mr. Hernandez received severance payments with an aggregate value of $6,035,776, comprised of (i) a $3,785,250 lump sum cash payment equal to the sum of his base salary and target annual bonus for 2023, (ii) $24,289 for reimbursement of his monthly premiums under COBRA (as defined below) for 12 months, (iii) a $76,449 lump sum cash payment equal to pro-rated Quarterly Performance Bonus under the KEIP for the second quarter of 2023, and (iv) accelerated vesting of his $2,149,788 Second TRA Installment payment. Amount also includes $1,455,095 to reflect the aggregate incremental cost of the personal security arrangements implemented following the security review described under "—Other Executive Benefits and Perquisites."

(y) Mr. Chesser received severance payments with an aggregate value of $1,191,433, comprised of (x) a $1,173,325 lump sum cash payment equal to the sum of his base salary and target annual bonus for 2023, $15,000 for a financial advisory service, and $100,000 for post-Emergence services to the Company and (y) $18,108 for reimbursement of his monthly premiums under COBRA for 12 months.

(6) Mr. McFarland commenced employment as President and Chief Executive Officer of the Company, effective as of May 17, 2023.

(7) Mr. Nutt commenced employment as Chief Financial Officer of the Company, effective as of July 10, 2023.

(8) Mr. Wright was promoted to Chief Administrative Officer of the Company, effective as of June 28, 2023. He had previously served as the Company's General Counsel and Corporate Secretary.

(9) Mr. Wander commenced employment as General Counsel and Corporate Secretary on June 19, 2023.
(10) Mr. Hernandez ceased employment as Chief Executive Officer of the Company, effective as of May 17, 2023.
(11) Mr. Chesser ceased employment as Chief Financial Officer of the Company, effective as of July 7, 2023.

Grants of Plan-Based Awards for Fiscal 2023

The following table sets forth information with respect to non-equity incentive plan awards, RSUs and PSUs awarded during fiscal 2023 to each of the NEOs, except Messrs. Hernandez and Chesser, who were not granted any such awards during 2023.

				Estimated Future Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock or Units (#)	Grant Date Fair Value of Stock and Option Awards ($)[2]
Name	Grant Type	Grant Date	Approval Date[1]	Threshold ($)	Target ($)	Maximum ($)	Threshold (#)	Target (#)	Maximum (#)		
Mark McFarland	Q3 – Q4 STI[3]	—	—	—	$ 948,699	—					
	RSU[4]	6/16/2023	6/16/2023							223,141	$ 10,376,057
	PSU[5]	6/16/2023	6/16/2023				—	334,711	669,422		$ 17,291,170
Terry L. Nutt	Q3 – Q4 STI[3]	—		—	$ 550,000	—					
	RSU[4]	7/10/2023	6/16/2023							62,338	$ 3,300,797
	PSU[5]	7/10/2023	6/16/2023				—	93,507	187,014		$ 6,559,516
Brad Berryman	Q2 STI[6]	—	—	—	$ 137,500	—					
	Q3 – Q4 STI[3]	—	—	—	$ 550,000	—					
	RSU[4]	6/16/2023	6/16/2023							62,338	$ 2,898,717
	PSU[5]	6/16/2023	6/16/2023				—	93,507	187,014		$ 4,830,572
Andrew Wright	Q2 STI[6]	—	—	—	$ 132,500	—					
	Q3 – Q4 STI[3]	—	—	—	$ 530,000						
	RSU[4]	6/16/2023	6/16/2023							60,071	$ 2,793,302
	PSU[5]	6/16/2023	6/16/2023				—	90,107	180,214		$ 4,654,928
John Wander	Q3 – Q4 STI[3]	—	—	—	$ 550,000	—					
	RSU[4]	6/16/2023	6/16/2023							62,338	$ 2,898,717
	PSU[5]	6/16/2023	6/16/2023				—	93,507	187,014		$ 4,830,572

(1) All awards were approved by the Compensation Committed on June 16, 2023. Awards granted to Terry L. Nutt were contingent on and effective as of the date of his commencement of employment with the Company.

(2) The amounts in this column reflect the grant date fair values of the RSUs and PSUs calculated in accordance with ASC Topic 718 and using the assumptions discussed under "Stock-Based Compensation" in Note 2 to the Annual Financial Statements.

(3) Amounts represent awards payable under our Current STI Program granted pursuant to each applicable NEO's employment agreement. Amounts pay out based on a percentage of the applicable target value (which is a percentage of base salary) based on achievement of pre-determined performance criteria. Mr. McFarland's short-term incentive opportunity is based on a target amount equal to 135% of his base salary, prorated based on his days of service for 2023. For additional information, see section entitled "—Compensation Discussion and Analysis—Elements of Compensation—Short-Term Incentives."

(4) Amounts reflect the RSUs granted under the 2023 Equity Plan, the terms of which are summarized under "—Compensation Discussion and Analysis—Elements of Compensation—Long-Term Equity Incentives."

(5) Amounts reflect the PSUs granted under the 2023 Equity Plan, the terms of which are summarized under "—Compensation Discussion and Analysis—Elements of Compensation—Long-Term Equity Incentives."

(6) Amounts represent awards payable under the Pre-Emergence STI Program with respect to the second quarter of 2023, which were paid out at target in August 2023. For additional information, see section entitled "—Compensation Discussion and Analysis—Elements of Compensation—Short-Term Incentives."

Outstanding Equity Awards at 2023 Fiscal Year End

The following table sets forth certain information with respect to outstanding equity awards of our NEOs for the year ended December 31, 2023. The market value of the shares in the following table reflects the fair market value of such shares as of December 31, 2023.

	Stock Awards			
Name	Number of Shares or Units of Stock That Have Not Vested (#) [1]	Market Value of Shares or Units of Stock That Have Not Vested ($) [2]	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#) [3]	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($) [2]
Mark McFarland	223,141	14,281,024	669,422	42,843,008
Terry L. Nutt	62,338	3,989,632	187,014	11,968,896
Brad Berryman	62,338	3,989,632	187,014	11,968,896
Andrew Wright	60,071	3,844,544	180,214	11,533,696
John Wander	62,338	3,989,632	187,014	11,968,896
Alejandro Hernandez [4]	70.66	— [5]	—	—

(1) Represents RSUs granted on June 16, 2023 (or for Mr. Nutt, July 10, 2023) that are eligible to vest in equal annual installments on the first, second and third anniversary of the vesting commencement date, subject to continued employment (except in certain scenarios as described in the section entitled "—Potential Payment upon Termination or Change in Control"). The vesting commencement date is (i) May 17, 2023 for the RSUs held by Messrs. McFarland, Berryman and Wright; (ii) July 10, 2023 for RSUs held by Mr. Nutt; and (iii) June 19, 2023 for RSUs held by Mr. Wander.

(2) Market values reported in the table are calculated based on the fair market value of the Company's common stock as of December 31, 2023, $64.00.

(3) Represents PSUs granted on June 16, 2023 (or for Mr. Nutt, July 10, 2023) that are eligible to vest upon achievement of specified per-share values of common stock, plus any dividends paid during the term of the award, as of the third anniversary of the vesting commencement date, subject to continued employment (except in certain scenarios as described in the section entitled "—Potential Payment Upon Termination or Change in Control"). The vesting commencement date for all the PSUs is May 17, 2023. As of the end of 2023, the performance for the PSUs was at 154% of target, based on our stock price of $64.00 as of December 31, 2023. Because performance for the PSUs exceeded the target level as of the end of 2023, the number of shares in this column represents the maximum level of performance.

(4) As part of the pre-Restructuring long-term incentive awards granted to NEOs, Mr. Hernandez previously received restricted interests, subject to certain vesting conditions, in Raven Power Holdings LLC (the "Raven Power Incentive Units"), which owned 56.6% of the voting equity of Talen MidCo LLC and approximately 28.9% of Talen directly as of the Company's commencement of the Restructuring.

(5) Because the Raven Power Incentive Units are with respect to a private entity that holds a minority interest in Talen, there is no readily ascertainable market value for these units.

Options Exercised and Stock Vested

No equity awards fully vested with respect to our NEOs during the year ended December 31, 2023.

Pension Benefits

Our NEOs did not participate in or have account balances in pension plans sponsored by us.

Nonqualified Deferred Compensation

Our NEOs did not participate in or have account balances in nonqualified defined contribution plans or other nonqualified deferred compensation plans maintained by us. The Current Board or the Compensation Committee may elect to provide our executive officers and other employees with nonqualified defined contribution or other nonqualified deferred compensation benefits in the future if it determines that doing so is in our best interest.

Potential Payments Upon Termination or Change in Control

The following table provides information regarding potential payments to certain of our NEOs as of December 31, 2023 in connection with certain termination or change in control events. The payments set forth below for

Messrs. Hernandez and Chesser represent the payments actually received upon termination of employment during 2023.

Benefits and Payments upon Termination	Cash Severance ($)	Aggregate Value of Accelerated Equity Awards ($) (1)	COBRA Payments ($)	Total ($)
Mark McFarland				
Termination w/o Cause or w/ Good Reason	$ 6,147,397 (2)	$ 14,281,024 (7)	$ —	$ 20,428,421
Termination due to death or Disability	$ 759,375 (3)	$ —	$ —	$ 759,375
Change in Control (w/ or w/o termination)	$ —	$ 47,270,140 (8)	$ —	$ 47,270,140
Terry L. Nutt				
Termination w/o Cause or w/ Good Reason	$ 1,100,000 (4)	$ 633,969 (9)	$ —	$ 1,763,969
Termination due to death or Disability	$ 275,000 (3)	$ —	$ —	$ 275,000
Change in Control (w/ or w/o termination)	$ —	$ 13,205,682 (8)	$ —	$ 13,205,682
Brad Berryman				
Termination w/o Cause or w/ Good Reason	$ 1,100,000 (4)	$ 830,718 (9)	$ —	$ 1,930,718
Termination due to death or Disability	$ 275,000 (3)	$ —	$ —	$ 275,000
Change in Control (w/ or w/o termination)	$ —	$ 13,205,682 (8)	$ —	$ 13,205,682
Andrew Wright				
Termination w/o Cause or w/ Good Reason	$ 1,060,000 (4)	$ 800,508 (9)	$ —	$ 1,860,508
Termination due to death or Disability	$ 265,000 (3)	$ —	$ —	$ 265,000
Change in Control (w/ or w/o termination)	$ —	$ 12,725,490 (8)	$ —	$ 12,725,490
John Wander				
Termination w/o Cause or w/ Good Reason	$ 1,100,000 (4)	$ 710,482 (9)	$ —	$ 1,810,482
Termination due to death or Disability	$ 212,500 (3)	$ —	$ —	$ 212,500
Change in Control (w/ or w/o termination)	$ —	$ 13,205,682 (8)	$ —	$ 13,205,682
Alejandro Hernandez				
Termination w/o Cause or w/ Good Reason	$ 5,935,038 (5)	$ —	$ 24,289 (10)	$ 5,959,327
John Chesser				
Termination w/o Cause or w/ Good Reason	$ 1,173,325 (6)	$ —	$ 18,108 (10)	$ 1,191,433

(1) Amounts in this column are calculated based on the market value of the Company's common stock as of December 31, 2023.

(2) Amount represents (i) cash payment equal to two-times the sum of Mr. McFarland's base salary and target annual bonus for 2023 (which is based on a target amount equal to 135% of his base salary, prorated based on his days of service for 2023), payable over 24 months following the separation date and (ii) full accelerated vesting of Mr. McFarland's $2,000,000 signing bonus, payable within 60 days following termination of employment.

(3) Upon termination of employment due to death or "Disability," each NEO would be entitled to earn the unpaid portion of the annual bonus for 2023 (i.e., in respect of the third and fourth quarters of 2023) based on actual performance results for the third and fourth quarters of 2023, pro-rated based on days employed during such period. Because we cannot yet determine, as of the date of this filing, the actual amounts earned under the Current STI Program with respect to the third and fourth quarters of 2023, the amounts reported here are estimates based on pro-rated target annual bonus amount for 2023 for each NEO.

(4) For each NEO, amounts represent a cash payment equal to one-times the sum of their base salary and target annual bonus for the performance year in which the termination date occurs, payable over 12 months following the separation date.

(5) Amount represents (x) a lump sum payment made to Mr. Hernandez upon his separation from the Company equal to the sum of his base salary and target annual bonus at the time of such separation pursuant to Mr. Hernandez's separation agreement (described below), (y) a lump sum cash payment equal to pro-rated Quarterly Performance Bonus under the KEIP for the second quarter of 2023, and (z) accelerated vesting of his $2,149,788 Second TRA Installment payment.

(6) Amount represents a lump sum payment made to Mr. Chesser upon his separation from the Company equal to the sum of his base salary and target annual bonus at the time of such separation, plus $15,000 for a financial advisory service, and $100,000 for post-Emergence services to the Company pursuant to Mr. Chesser's separation agreement (described below).

(7) Amount represents the value of accelerated vesting of Mr. McFarland's 223,141 unvested RSUs.

(8) For each NEO, represents the value of (i) accelerated vesting of all outstanding RSUs and (ii) accelerated vesting of the number of PSUs that would vest based on achievement of performance criteria as of such Change in Control (which, assuming a Change in Control that occurred on December 31, 2023, and using our stock price of $64.00 as of such date, would result in vesting at 154% of target). The table above does not reflect any excise tax on amounts that could be considered "excess parachute payments" as a result of Sections 280G or 4999 of the Code.

(9) For each NEO, represents the value of accelerated vesting of a pro rata portion of the next scheduled annual vesting tranche of each NEO's outstanding RSUs, calculated based on the number of days from the vesting commencement date to the date of the NEO's termination divided by 365 (and assuming a termination occurred on December 31, 2023).

(10) Amounts represent the cost to the Company of reimbursement of the cost of the NEO's COBRA coverage premiums for 12 months following the date of separation.

Severance Entitlements Under Current Employment Agreements

Under the employment agreements between the Company and each of Messrs. McFarland, Nutt, Berryman, Wright, and Wander (the "Current Employment Agreements"), if the Company terminates the NEO's employment without "Cause" or the NEO terminates his employment for "Good Reason," in each case, subject to timely execution of a release of claims and continued compliance with the restrictive covenant obligations set forth in the Current Employment Agreement, then (i) such NEO is entitled to a cash payment equal to one-times (or, for Mr. McFarland, two-times) the sum of his base salary and target annual bonus for the performance year in which such termination occurs, payable over 12 months (or, for Mr. McFarland, payable over 24 months) following the separation date, and (ii) for Mr. McFarland only, any unpaid portion of his signing bonus shall automatically vest and be paid within 60 days following the termination date.

Under the Current Employment Agreements, upon the applicable NEO's termination of employment due to his death or Disability, such NEO is entitled to a pro rata portion of the NEO's annual bonus for the year in which such termination occurs based on actual performance results for the applicable bonus year, prorated for the period of days beginning on January 1 (or, if later, the effective date of the Current Employment Agreement) and ending on the date of such termination of employment relative to the number of days in the applicable bonus year. Such prorated annual bonus is payable in cash at the same time corresponding annual bonuses are paid to similarly situated employees of the Company.

"Cause" is defined in each Current Employment Agreement as the NEO's: (i) fraud or misconduct; (ii) violation of applicable law in connection with the management, operation or reputation of the Company or any other member of the Company Group (as defined therein) that results in (or could reasonably be expected to result in) material injury to the Company or any other member of the Company Group; (iii) material breach of the Current Employment Agreement or any other written agreement between the NEO and one or more members of the Company Group, including the NEO's material breach of any representation, warranty or covenant made under any such agreement; (iv) act of theft, embezzlement or misappropriation of the property of the Company or any other member of the Company Group, in each case, that results in (or could reasonably be expected to result in) material financial or reputational harm to the Company or any other member of the Company Group; (v) breach of his duty of loyalty to the Company or violation of the Company's policies (to the extent such policies have been clearly communicated in writing to NEO), including the Company's code of conduct and business ethics (or similar policies), anti-harassment policy, anti-retaliation or policies related to age, sex or other prohibited discrimination in the workplace; or (vi) conviction or plea of nolo contendere to a felony or crime involving moral turpitude.

"Disability" is defined in each Current Employment Agreement as the NEO's inability to perform the essential functions of his position (after accounting for reasonable accommodation, if applicable and required by applicable law), due to physical or mental impairment, that continues for a period in excess of 90 consecutive days or 180 days, whether or not consecutive (or for any longer period as may be required by applicable law), in any 12-month period (as determined in the reasonable opinion of a licensed physician).

"Good Reason" is defined in each Current Employment Agreement as the occurrence of any of the following, in each case without the NEO's written consent and which the Company fails to cure within 30 days of receipt of notice: (i) a material adverse change in the NEO's title, duties or responsibilities (including reporting responsibilities); (ii) a material reduction in the NEO's base salary; (iii) a relocation of the NEO's primary work location by a distance of more than 50 miles; or (iv) a material breach by the Company of any of its obligations under the respective Current Employment Agreement.

Treatment of Long-Term Equity Incentive Awards

Termination without Cause or with Good Reason; Death or Disability. Generally, for NEOs other than Mr. McFarland, (i) upon a termination of employment by the Company without "Cause" or a resignation by the recipient for "Good Reason" (each as defined in the applicable Current Employment Agreement) or (ii) upon a termination due to death or Disability (as defined in the applicable Current Employment Agreement) that occurs on or following

the first anniversary of Emergence, (a) a pro rata portion of the RSUs that otherwise would have vested on the next scheduled vesting date will vest, with all other unvested RSUs being forfeited, and (b) the target number of PSUs subject to the award will be reduced pro-rata to reflect the portion of the performance period during which the recipient was employed with the Company (and will otherwise remain outstanding and eligible to vest based on actual performance). Upon termination by the Company or the holder for any other reason, all unvested RSUs and PSUs will be canceled and forfeited.

For RSUs and PSUs granted to Mr. McFarland, upon a termination due to Mr. McFarland's death or "Disability," his RSUs and PSUs will vest in the same manner as the RSUs and PSUs held by the other NEOs. In the case of a termination of Mr. McFarland's employment by the Company without "Cause" or a resignation for "Good Reason," (a) all of Mr. McFarland's outstanding unvested RSUs will immediately vest and (b) all of Mr. McFarland's outstanding PSUs will fully time-vest and will remain outstanding and eligible to vest based on actual performance.

Change in Control. Upon the occurrence of a "Change in Control" (as defined in the 2023 Equity Plan) all outstanding RSUs and PSUs held by the NEOs will fully vest (with PSUs vesting based on the implied Adjusted Equity Value in connection with such Change in Control), subject to the NEO's continued employment through such Change in Control.

Raven Power Incentive Units. Mr. Hernandez had previously received and held as of the date of his termination of employment, restricted interests, subject to certain vesting conditions, in Raven Power Holdings LLC (the "Raven Power Incentive Units"), which owned approximately 28.9% of Talen directly as of the Company's commencement of Restructuring. The Raven Power Incentive Units granted to Mr. Hernandez were subject to both time-vesting and performance-vesting conditions and were entitled to certain vesting acceleration treatment upon Mr. Hernandez's termination of employment without cause. However, these equity interests had a value of $0 as of the date of Mr. Hernandez's termination of employment, so he did not receive any payment or otherwise benefit from such vesting upon his termination of employment.

Amended TRA

Lapse of Clawback of TRA Payments. In the event an NEO's employment with the Company terminates prior to the vesting of the Second TRA Installment payment due to the NEO's death or permanent disability (as determined by the Company) or by the Company without "Cause" or by the NEO for "Good Reason" (each, as defined in the NEO's Pre-Emergence Employment Agreement), the Second TRA Installment would vest in full, subject to the NEO's timely execution of a release of claims.

Separation Agreements

Separation Agreement with Mr. Hernandez. In connection with Mr. Hernandez's separation on May 17, 2023, Mr. Hernandez entered into a Separation Agreement and General Release of Claims, pursuant to which he was entitled to receive: (i) a cash payment equal to the sum of his base salary and target annual bonus for 2023, payable in a single lump sum payment, (ii) reimbursements of his monthly premiums under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), for 12 months, in each case subject to his non-revocation of the general release of claims and continued abidance by the restrictive covenant obligations under his employment agreement, and (iii) a pro-rated portion of the Quarterly Performance Bonus under the KEIP for the second quarter of 2023.

Separation Agreement with Mr. Chesser. In connection with Mr. Chesser's separation on July 7, 2023, Mr. Chesser entered into a Separation Agreement and General Release of Claims, pursuant to which he was entitled to receive: (i) a lump sum cash payment equal to the sum of his base salary and target annual bonus for 2023; (ii) a lump sum cash payment equal to $15,000 for financial advisory services; (iii) a lump sum cash payment equal to $100,000 for post-Emergence services to the Company; and (iv) reimbursements of his monthly premiums under COBRA for 12 months, in each case subject to his non-revocation of the general release of claims and continued abidance by the restrictive covenant obligations under the Non-Competition, Non-Solicitation and Confidentiality Agreement between Mr. Chesser and the Company.

Director Compensation

The table below provides information on the compensation of our non-employee directors for service on the board of directors of either the Company or TES during the year ended December 31, 2023. As required by applicable SEC rules, the disclosure in this section covers all persons who at any time served as a director during 2023, other than Mr. Hernandez, who previously served as our President and Chief Executive Officer and Mr. McFarland, who currently serves as our Chief Executive Officer, neither of whom received additional compensation for serving as a director. For summary information on the provisions of the applicable plans and programs, refer to the discussion immediately following this table.

Name	Fees Earned or Paid in Cash ($)[1]	Stock Awards ($)[2]	Total ($)
Current Board			
Stephen Schaefer	$ 150,000	$ 1,552,370	$ 1,702,370
Gizman Abbas[3]	$ 109,375	$ 576,461	$ 685,836
Anthony Horton[4]	$ 109,375	$ 576,461	$ 685,836
Karen Hyde[5]	$ 106,250	$ 576,461	$ 682,711
Joseph Nigro[6]	$ 101,563	$ 576,461	$ 678,024
Christine Benson Schwartzstein[7]	$ 98,438	$ 576,461	$ 674,899
Prior Board			
Ralph Alexander[8]	—	—	—
Pierre Lapeyre, Jr.[8]	—	—	—
David Leuschen[8]	—	—	—
John Staudinger[8]	—	—	—
Carol Flaton[9]	$ 187,500	—	$ 187,500
Gary Wojtaszek[9]	$ 187,500	—	$ 187,500

(1) Our non-employee directors serving on the Current Board receive a base annual cash retainer of $100,000, paid quarterly in arrears. For 2023, because the non-employee directors of the Current Board began serving upon Emergence on May 17, 2023, their base annual cash retainer was pro-rated for the number of days served during 2023. Mr. Schaefer served as the Non-Executive Chair of the Current Board and, in such capacity, received an additional cash retainer of $100,000, which was also pro-rated for the number of days served in 2023. In addition, in December 2023, our non-employee directors serving on the Current Board received a special one-time cash payment of an additional $25,000 as compensation for increased demands in the second half of 2023. These amounts also include an additional $25,000 for additional off-cycle meetings held in 2023 (approved by the Board and paid in December 31, 2023).

(2) On June 16, 2023, our non-employee directors were awarded RSUs with a grant date fair value of $576,461 that are subject to time-vesting and will vest ratably on each of the first, second and third anniversaries of May 17, 2023 (the vesting commencement date for such awards). In addition, Mr. Schaefer as the Non-Executive Chair of the Current Board was awarded PSUs with a grant date value of $975,909 that are eligible to vest following the third anniversary of May 17, 2023 (the vesting commencement date for the PSUs) subject to achievement of certain performance goals. The amounts in this column reflect the aggregate grant date fair value of the RSUs and PSUs granted under the 2023 Equity Plan, calculated in accordance with ASC Topic 718 and using the assumptions discussed under "Stock-Based Compensation" in Note 2 to the Annual Financial Statements. Under ASC Topic 718, the grant date fair value of Mr. Shaefer's PSUs shown in the table is $975,909. The payout value of the PSUs calculated at maximum performance achievement earned at the end of the three-year performance period would equal $2,784,156 for Mr. Schaefer.

(3) Mr. Abbas served as (i) the Chair of the Nominating and Governance Committee and received an additional cash retainer of $15,000 in such capacity, (ii) a member of the Audit Committee and received an additional cash retainer of $10,000 in such capacity, and (iii) a member of the Compensation Committee and received an additional cash retainer of $10,000 in such capacity, in each case, pro-rated based on the number of days served during 2023.

(4) Mr. Horton served as (i) the Chair of the Compensation Committee and received an additional cash retainer of $15,000 in such capacity, (ii) a member of the Audit Committee and received an additional cash retainer of $10,000 in such capacity, and (iii) a member of the Risk Committee and received an additional cash retainer of $10,000 in such capacity, in each case, pro-rated based on the number of days served during 2023.

(5) Ms. Hyde served as (i) the Chair of the Audit Committee and received an additional cash retainer of $20,000 in such capacity and (ii) a member of the Compensation Committee and received an additional cash retainer of $10,000 in such capacity, in each case, pro-rated based on the number of days served during 2023.

(6) Mr. Nigro served as (i) the Chair of the Risk Committee and received an additional cash retainer of $15,000 in such capacity and (ii) a member of the Nominating and Governance Committee and received an additional cash retainer of $7,500 in such capacity, in each case, pro-rated based on the number of days served during 2023.

(7) Ms. Benson served as (i) a member of the Risk Committee and received an additional cash retainer of $10,000 in such capacity and (ii) a member of the Nominating and Governance Committee and received an additional cash retainer of $7,500 in such capacity, in each case, pro-rated based on the number of days served during 2023.
(8) Directors serving on the Prior Board and affiliated with Riverstone, our sole stockholder prior to the Restructuring, did not receive compensation for serving on the Prior Board.
(9) Our independent directors serving on the Prior Board received a monthly cash fee of $37,500 for each month of service during 2023, through and including May 2023.

Post-Emergence 2023 Director Compensation

Upon Emergence, the Current Board approved a new director compensation program for directors of the Company. Annual non-employee director fees for fiscal 2023 were set at $100,000 payable in cash quarterly in arrears. The Non-Executive Chair of the Current Board also receives an annual retainer in the amount of $100,000 (in addition to the standard annual non-employee director fees), payable in cash quarterly in arrears (or in restricted stock units with a one-year cliff). In addition, in the third quarter of 2023, the Current Board approved a special one-time payment of an additional $25,000 to each non-employee director as compensation for a number of additional off-cycle board and committee meetings in the second half of 2023, which was paid in cash in December 2023.

In addition to annual fees, non-employee directors serving on standing committees of the Current Board were paid as follows: an additional $10,000 Audit Committee members (or $20,000 for the Chair of the Audit Committee); an additional $10,000 for Compensation Committee members (or $15,000 for the Chair of the Compensation Committee); an additional $10,000 for Risk Oversight Committee members (or $15,000 for the Chair of the Risk Oversight Committee); and an additional $7,500 for Nominating and Corporate Governance Committee members (or $15,000 for the Chair of the Nominating and Corporate Governance Committee).

In addition to the fees above, each director serving on the Current Board as of Emergence received a grant of 12,397 RSUs under the 2023 Equity Plan, which will vest in equal annual installments over three years. In 2026, the Company intends to transition to annual equity grants for directors with one-year cliff vesting in an amount to be determined. Upon a termination of a non-employee director's service on the Current Board for any reason, all unvested RSUs will be forfeited. Upon the occurrence of a "Change in Control" (as defined in the 2023 Equity Plan), all unvested RSUs held by non-employee directors will immediately vest.

In addition to the fees and grant above, the Non-Executive Chair of the Current Board, Stephen Schaefer, also received a grant of 18,891 PSUs under the 2023 Equity Plan, which will vest on the same terms as PSU grants received by the Current NEOs (other than Mr. McFarland) described above, including provisions for accelerated vesting upon certain termination events, such as enhanced benefits in connection with a "Change in Control." Upon a termination of his service on the Current Board without "Cause" (as defined in the 2023 Equity Plan), or upon a termination due to death or disability that occurs on or following the first anniversary of Emergence, the target number of PSUs subject to the award will be reduced pro-rata to reflect the portion of the performance period during which Mr. Schaefer was a director of the Company (and will otherwise remain outstanding and eligible to vest based on actual performance). Upon termination by the Company for any other reason, all unvested PSUs will be canceled and forfeited.

The non-employee directors may not sell or transfer any of the shares of common stock received upon vesting of RSUs (or, in the case of Mr. Schaefer, PSUs) until the earlier of a "Change in Control" or the third anniversary of Emergence.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Other than compensation arrangements for our directors and executive officers, which are described elsewhere in this prospectus, the following are certain transactions, arrangements and relationships with our directors, executive officers or holders of more than 5% or more of our outstanding capital stock. Most of the arrangements disclosed herein are included due to our historical affiliation with Riverstone, whose affiliates owned 100% of the our common stock from December 2016 until Emergence, and, due to warrants issued pursuant to the Plan of Reorganization, continued to be deemed beneficial owners of more than 5% of our common stock until the warrants were repurchased in September 2023. Additionally, Riverstone affiliates owned more than 10% of the common equity units of Cumulus Digital Holdings from September 2022 until September 2023. Accordingly, arrangements disclosed include applicable transactions between us and affiliates of Riverstone, as well as applicable transactions between us and Cumulus Digital Holdings and its subsidiaries.

Riverstone Management Fees

Prior to the filing of the Restructuring, TES had customary agreements with affiliates of Riverstone for management services and reimbursement of expenses. Under these agreements, TES paid approximately $1.1 million for management services provided and expenses incurred from January to November 2021. In November 2021, Riverstone agreed to suspend payment of the management fees. The agreements were terminated and remaining fees were waived by Riverstone in connection with the Restructuring.

Employment of Independent Contractor

During 2021 and 2022, TES engaged the services of an immediate family member of an executive officer of the Company through an unaffiliated staffing services firm. TES paid $142,000 and $88,000 under this arrangement during the years ended December 31, 2021 and 2022, respectively. The arrangement ended in the second quarter of 2022.

Pattern Energy Joint Ventures

Subsidiaries of TES are currently party to three renewables joint ventures with Pattern Energy for the development of two solar projects in Pennsylvania totaling 280 MW and a 600-MW wind project in Montana. Affiliates of Riverstone indirectly own a substantial minority interest in Pattern Energy. The joint venture project companies are jointly controlled and indirectly owned either 49% or 50% by TES, respectively, and 51% or 50% by Pattern Energy, respectively. During the three months ended March 31, 2024, and the years ended December 31, 2023, 2022 and 2021, amounts invested by TES to these joint ventures were $1 million, $2 million, $5 million and $3 million, respectively.

Cumulus Investments

Cumulus Digital Holdings; Buyouts

TES owns certain indirect investments in Cumulus Digital Holdings, our non-wholly owned subsidiary in which Riverstone also owned a minority interest until September 2023. The carrying value of our investments in Cumulus Digital Holdings as of December 31, 2023 and 2022 was $152 million and $114 million, respectively. TES, directly and indirectly, and Riverstone initially became owners of common equity units of Cumulus Digital Holdings (the "Cumulus Digital Units") in September 2022 in connection with the transactions contemplated by the Cumulus Term Sheet, with TES and Talen Growth receiving approximately 74% of the Cumulus Digital Units and affiliates of Riverstone receiving approximately 21%. Additionally, pursuant to the Cumulus Term Sheet, the then-Chairman of TEC, and the then-Chief Executive Officer of TES and TEC, each purchased Cumulus Digital Units from Riverstone in exchange for $1 million in cash. The remainder of the Cumulus Digital Units were held by Orion. From September 2022 through June 30, 2023, TES's direct and indirect interest in Cumulus Digital Holdings increased to 81% as a result of incremental investments by TES, and Riverstone's interest decreased to 14%.

In September 2023, Riverstone sold all of its Cumulus Digital Units to TES and Orion in exchange for $20 million in cash (the "Riverstone Buyout"). As a result of the Riverstone Buyout, TES's direct and indirect interest

increased to approximately 95%. Additionally, in September 2023 and following the Riverstone Buyout, Talen Growth was merged with and into TES, and, accordingly, at December 31, 2023, TES owned 95% of Cumulus Digital Holdings.

In March 2024, Orion sold all of its Cumulus Digital Units to TES in exchange for $36 million in cash. As a result, TES's interest further increased to approximately 99.5%. Following TES's purchase of the Orion equity, Cumulus Digital Holdings distributed approximately $109 million of the initial net proceeds from the Cumulus Data Campus Sale to its members, including approximately $108 million to TES. For additional information on the Cumulus Data Campus Sale, please see "Prospectus Summary—Recent Developments—Cumulus Data Campus Sale." Later in March 2024, TES acquired all of the Cumulus Digital Units held by the two former members of management in exchange for $3.4 million in cash. Following that transaction, TES now owns 100% of the equity of Cumulus Digital Holdings.

See the Annual Financial Statements and related notes thereto incorporated by reference into this prospectus for more information on Cumulus Digital Holdings.

Cumulus Coin Holdings

In the first and second quarters of 2022, an affiliate of Riverstone invested approximately $46.7 million in Cumulus Coin Holdings, a subsidiary of Cumulus Digital Holdings, in exchange for preferred equity units. During 2021 and 2022, TES, directly and indirectly through Talen Growth, invested $59 million in Cumulus Coin Holdings in exchange for preferred equity units. Pursuant to the Cumulus Term Sheet, these units were converted into common equity units of Cumulus Digital Holdings in September 2022.

Nautilus Joint Venture

Cumulus Coin holds a 75% equity interest in Nautilus, with TeraWulf as our joint venture partner owning the other 25%. Under the limited liability company agreement for Nautilus, Cumulus Coin is entitled to designate four of the five members of Nautilus's board of managers as well as Nautilus's chief executive officer, president and chief financial officer. TeraWulf is entitled to designate (i) one board member so long as its ownership percentage remains at or above 15%, and (ii) Nautilus's chief operating officer so long as its ownership percentage remains at or above 25%. The board of managers has overall responsibility and authority for the management and operation of Nautilus, with the officers of Nautilus exercising day-to-day control and supervision of its operations. The limited liability agreement governing Nautilus does not have a specified term. Termination requires consent of Cumulus Coin but does not require consent of TeraWulf for so long as TeraWulf holds less than 33% of the interests of Nautilus.

Nautilus has no employees. TES, the indirect parent of Cumulus Coin, provides corporate and operational services to Nautilus. The Nautilus facility is located on land previously leased by Nautilus from Cumulus Data, but which was subsequently sold to AWS in the Cumulus Data Campus Sale. Under the terms of the lease, which was assigned to an unrelated party in the course of the Cumulus Data Campus Sale, among other things, Cumulus Data submetered up to 150 MW of electric power to Nautilus in exchange for supplemental rent payments. At the time of assignment, the lease had an initial term that expires on July 1, 2027, renewable at Nautilus's option. The power was supplied to Cumulus Data by Talen Generation pursuant to the Coin PPA described under "—Energy Supply Agreements" below.

Nautilus is engaged in Bitcoin mining through a third-party, U.S.-based mining pool operator, Foundry USA. Nautilus owns its miners that are installed at its mining facility and does not host miners owned or operated by any other parties. Nautilus provides computing power from its miners to the mining pool operator, and in exchange is paid compensation in the form of Bitcoin on a daily basis. An immaterial fee is charged by the mining pool operator to Nautilus that is deducted from the Bitcoin earned by Nautilus. Nautilus recognizes revenue daily that is measured at fair value using the quoted price for Bitcoin in Nautilus's principal market at the beginning of each day. See Note 2 in Notes to the Annual Financial Statements for more information on Nautilus revenue recognition. Bitcoin received by Nautilus is required to be exchanged for cash, as necessary, to fund ongoing operations, including a reserve determined by the Nautilus board. Revenues and power costs are allocated pro rata to Cumulus Coin based on the computing power ("hash rate") and power consumption of miners contributed to Nautilus from Cumulus

Coin. Cumulus Coin pays miner maintenance costs based on the number of miners contributed by Cumulus Coin, while other operational costs are paid based on Cumulus Coin's ownership percentage. As of March 31, 2024, there were approximately 48,000 miners at the facility, with an average hash rate of approximately five exahash per second, that were all newly installed in 2023 and have an average service life of thirteen months. Since the start of operations in February 2023 through March 31, 2024, Nautilus mined a total of approximately 4,400 Bitcoin. Nautilus miners are insured up to the applicable limits under the Nautilus miner property policies.

Nautilus is party to broker and custodial agreements with Coinbase, Inc. and certain of its affiliates (collectively "Coinbase") which provides Nautilus access to liquidate its mined Bitcoin to USD and permits Nautilus to store with Coinbase, on a short-term basis, any Bitcoin prior to liquidation or distribution. Nautilus generally liquidates Bitcoin to USD within one business day to meet its operating requirements and immediately transfers any USD proceeds to its FDIC insured financial institution. Excess Bitcoin available above operating requirements and any applicable reserve is required to be distributed to Cumulus Coin in the form of cash or Bitcoin, at its option, at least once every two weeks. Excess Bitcoin attributable to Cumulus Coin is converted to cash at Nautilus prior to the distribution to Cumulus Coin. Neither Cumulus Coin nor any other Talen affiliates hold any material amount of Bitcoin. Due to Nautilus's requirement to liquidate Bitcoin to support its operations and its requirement to distribute excess Bitcoin or proceeds from excess Bitcoin sales to the joint venture owners, the Company does not expect to incur any material impairment losses or gains or losses on Bitcoin sales. Additionally, as Nautilus only has a short-term exposure to Bitcoin and Coinbase, it utilizes a "hot" wallet storage product and does not carry insurance on any of its Coinbase accounts. See Note 2 in Notes to the Annual Financial Statements for more information on re-measurement valuation of Bitcoin.

Energy Supply Agreements

Prior to the Cumulus Data Campus Sale, Cumulus Data was party to the following two separate agreements with Talen Generation for energy supply ultimately sourced from Susquehanna: (i) an agreement for up to 300 MW which supported submetered power to Nautilus under a ground lease agreement (the "Coin PPA"); and (ii) a separate option agreement for up to 650 MW which was intended to support Cumulus Data's anticipated obligations to provide submetered power under lease agreements with data center tenants (the "Data PPA"). In connection with the Cumulus Data Campus Sale, the Coin PPA was assigned to an affiliate of AWS and the Data PPA was terminated. Prior to the Cumulus Data Campus Sale, Cumulus Data had elected to receive 150 MW under the Coin PPA and had not yet elected to receive any power under the Data PPA. Talen Generation's obligation to supply power to Cumulus Data under each of the agreements was backstopped by wholesale energy supply agreements with Susquehanna on substantially the same terms as the Coin PPA and the Data PPA, respectively. The wholesale agreement supporting the Coin PPA was assigned to an affiliate of AWS in connection with the Cumulus Data Campus Sale, and the commitment for wholesale power to support the Data PPA was terminated. For additional information on the Cumulus Data Campus Sale, please see "Prospectus Summary—Recent Developments—Cumulus Data Campus Sale."

Delivery of power under the Coin PPA, together with the five-year initial term of the agreement, commenced in February 2023.

Pursuant to the Coin PPA, Talen Generation sold the first 100 MW of power to Cumulus Data at a price of $28.81 per MWh of delivered energy, and the next 50 MW at a price of $44.05 per MWh of delivered energy.

Under the terms of the Data PPA, Cumulus Data had the option to purchase up to 650 MW of power from Talen Generation at a market-based fixed rate that was to have been determined at the time of election. Cumulus Data had until September 2026 to exercise the option, but the option had not been exercised prior to termination of the Data PPA, and no power was delivered.

No energy was sold or payments made under the Data PPA during the years ended December 31, 2023, 2022 and 2021, and no energy was sold or payments made under the Coin PPA during the years ended December 31, 2022 and 2021. Talen Generation charged $7 million and $35 million to Cumulus Data under the Coin PPA for the three months ended March 31, 2024 and the year ended December 31, 2023, respectively, with corresponding payments over the same period from Talen Generation to Susquehanna for wholesale power supply.

Under the terms of the Plan of Reorganization and the TEC Global Settlement, affiliates of Riverstone received an additional 243,413 shares of common stock at Emergence, representing 25.00% of the estimated net present value of certain potential incremental energy revenues associated with the Coin PPA.

Additionally, affiliates of Riverstone also had the right under the Plan of Reorganization and the TEC Global Settlement to receive additional common stock (or, at TEC's option, a cash payment) equal to 25.00% of the estimated net present value of certain potential incremental energy revenues under the Data PPA. This agreement was terminated contemporaneously with the closing of the Riverstone Buyout.

Corporate and Operational Services Agreement

Cumulus Digital and its subsidiaries have no employees. As a result, Cumulus Digital has contracted with TES to provide corporate, administrative and operational services under a Corporate and Operational Services Agreement (the "Cumulus Digital COSA"). TES's services under the Cumulus Digital COSA include support of Cumulus Digital's obligation to provide Nautilus with corporate and administrative services under a separate agreement.

In exchange for providing these services, TES is entitled to an annual management fee of $750,000, plus overhead charges approximating the cost of service at rates specified in the agreement, as well as the reimbursement of certain costs incurred in support of Cumulus Digital and its subsidiaries. The agreement terminates in September 2027, subject to earlier termination by Cumulus Digital upon 60 days' prior notice or by TES upon 180 days' prior notice. Prior to the Cumulus Data Campus Sale and associated repayment of the Cumulus Digital TLF, cash payment of fees and expenses under the agreement were required to be deferred until the earlier of: (i) two years from the commercial operation date of the Nautilus facility; and (ii) the date Cumulus Data and Cumulus Coin meet a minimum interest coverage threshold. TES had the option to receive payment for deferred fees and expenses in cash payments ratably over the next succeeding 24 months or in additional common units of Cumulus Digital Holdings, subject to certain caps. Fees and expenses payable to TES under the agreement for the three months ended March 31, 2024, and the years ended December 31, 2023 and 2022 were $3.2 million, $18.5 million and $14.6 million, respectively, of which $26.3 million was converted to additional common units in Cumulus Digital Holdings in June 2023.

Following the repayment of the Cumulus Digital TLF in March 2024, deferral of fees and expenses is no longer required and the remaining deferred fees and expenses were paid to TES.

Nautilus Facility Operations Agreement

In December 2022, Nautilus and TES executed a Facilities Operations Agreement (the "Nautilus FOA") whereby TES agreed to provide, or arrange for Nautilus, certain infrastructure, construction, operations and maintenance and administrative services necessary to build out and operate the Nautilus facility and support Nautilus's ongoing business at the Nautilus facility. The services were previously provided to Nautilus under an agreement with an affiliate of TeraWulf, our unaffiliated joint venture partner in Nautilus, which was terminated upon execution of the Nautilus FOA with TES. TES is entitled to reimbursement of its costs (including direct personnel costs) incurred in performing the services on a monthly basis but is not otherwise entitled to a management fee. The Nautilus FOA expires in December 2025. Amounts payable by Nautilus to TES under the Nautilus FOA were $700 thousand, $5 million, and $45 thousand for the three months ended March 31, 2024, and the years ended December 31, 2023 and 2022, respectively.

Letters of Credit Supporting Cumulus Digital TLF and Reimbursement Agreement

As of December 31, 2023, TES provided $50 million in LCs to support certain of Cumulus Digital's obligations under the Cumulus Digital TLF. Cumulus Digital agreed to reimburse TES for fees associated with the LCs in the form of cash payments or additional common units of Cumulus Digital Holdings, subject to certain caps. Prior to the Cumulus Data Campus Sale and associated repayment of the Cumulus Digital TLF, payment of cash fees was deferred until the earlier of: (i) two years from the commercial operation date of the Nautilus facility; and (ii) the date Cumulus Data and Cumulus Coin meet a minimum interest coverage threshold. Fees and expenses payable to TES under the agreement for the three months ended March 31, 2024, and the years ended December 31, 2023 and

2022 were $0.6 million, $3.3 million and $2.6 million, respectively, of which $3.7 million was converted to additional common units in Cumulus Digital Holdings in June 2023.

In connection with the Cumulus Data Campus Sale, on March 1, 2024, the Cumulus Digital TLF was repaid in full and terminated, and the LCs provided by TES to support Cumulus Digital's obligations under the Cumulus Digital TLF were terminated.

Following repayment of the Cumulus Digital TLF, deferral of fees and expenses is no longer required and the remaining deferred fees and expenses were paid to TES.

Guaranty of Cumulus Digital TLF

Prior to the consummation of the Cumulus Data Campus Sale, TEC had provided a guarantee to the lenders under the Cumulus Digital TLF for certain shortfalls in principal and interest payments by Cumulus Digital (up to a maximum of 23% of the principal amount of outstanding loans under the Cumulus Digital TLF). In connection with the Cumulus Data Campus Sale, the Cumulus Digital TLF was repaid in full and the guarantees TEC provided to the lenders thereof were terminated.

Tax Indemnity Agreement

In September 2022, upon the Bankruptcy Court's approval of the transactions contemplated by the Cumulus Term Sheet, Riverstone agreed to indemnify the Company (or, at our option, TES) for:

- certain federal and state income taxes that may be owed as a result of certain of the transactions contemplated by the Cumulus Term Sheet; and
- the tax-effected value of federal income tax attributes of TES in excess of $33 million, if any, utilized to reduce our income tax obligations which, absent such tax attributes, would have otherwise been payable in connection with such transactions.

The TIA was terminated contemporaneously with the closing of the Riverstone Buyout.

Registration Rights Agreement and Stockholders Agreement

In connection with Emergence, we entered into (i) a registration rights agreement (the "Registration Rights Agreement") with certain designated holders of our common stock and warrants to purchase our common stock and the other holders from time to time party thereto (each, a "Reg Rights Holder") and (ii) a stockholders agreement (the "Stockholders Agreement") with all of the holders of our common stock as of Emergence, which also applies to their respective transferees (the "Holders"). Under the Registration Rights Agreement, the Reg Rights Holders were granted customary registration rights that may be exercised after the consummation of an initial public offering, including customary shelf registration rights and piggyback rights.

Pursuant to the Stockholders Agreement, the Holders have certain limited information rights, drag-along rights and tag-along rights, and certain Holders holding 5% or more of common stock have the right to designate a representative to an offering committee (the "Offering Committee") and so long as the aggregate Company ownership represented on the Offering Committee is at least 20%. Although the Offering Committee has not been established, it would, if established, have the right to request that the Company pursue and use its reasonable best efforts to consummate an underwritten initial public offering. In connection with such underwritten initial public offering, the Offering Committee has certain consent rights, including over the selection of a lead underwriter, structure of the offering, terms and conditions of material transaction documents, selection of a stock exchange, valuation matters, timing and pricing terms. Additionally, any holder that beneficially owns at least 3% of the Company's common stock is entitled to participate in any secondary component of an underwritten initial public offering. The Stockholders Agreement terminates automatically upon the effectiveness of a registration statement in connection with an underwritten public offering of the Company's common stock, so the Stockholders Agreement will remain in effect following the effectiveness of this registration statement. The Stockholders Agreement also terminates upon the written consent of the Company and the Holders that beneficially own at least two-thirds of the

Company's outstanding common stock; provided that the Stockholders Agreement may not be terminated with respect to any Holder without such Holder's consent if such termination would adversely affect such Holder.

Riverstone Warrant Cancellation

Pursuant to the Plan of Reorganization and the TEC Global Settlement, at Emergence, affiliates of Riverstone received warrants to acquire an additional 3,106,781 shares of common stock. In August 2023, TEC, TES and the Riverstone affiliates agreed that (i) the warrants would be surrendered and the Riverstone affiliates would waive their right to receive additional common stock in connection with the Data PPA and (ii) the TIA would be terminated in exchange for a $40 million cash payment by TES. The transactions were consummated in September 2023 contemporaneously with the closing of the Riverstone Buyout.

Review, Approval or Ratification of Transactions with Related Persons

Our Board of Directors has adopted a related party transactions policy pursuant to which we will review any future transaction, arrangement or relationship in which the Company, is or will be a participant, in which the aggregate amount involved will or may be expected to exceed $120,000 in any fiscal year and any of the following has or will have a direct or indirect material interest:

- any director, director nominee, executive officer or executive officer appointee;
- any shareholder that beneficially owns more than 5% of any class of our voting securities;
- any immediate family member of any such person described in clauses (i) and (ii); or
- any firm, corporation or other entity in which any of such persons described in clauses (i) through (iii), is employed or is a general partner or principal or in a similar position or in which such person has a 10% or greater beneficial ownership interest (such a transaction, a "Related Party Transaction").

Our General Counsel is primarily responsible for the development and implementation of processes and controls to obtain information from directors, director nominees, executive officers and executive officer appointees with respect to potential Related Party Transactions, including information provided to management in the annual director and officer questionnaires. Upon learning of a potential Related Party Transaction, our General Counsel refers the matter for consideration and final determination by the audit committee, who consider the fairness of the transaction to the Company, as well as other factors bearing upon its appropriateness. In all such matters, any director having a conflicting interest abstains from participating in any discussion or voting on the matters.

All of the transactions described in this section were entered into prior to the adoption of this policy.

PRINCIPAL AND SELLING STOCKHOLDERS

The following table sets forth certain information with respect to the beneficial ownership of our capital stock as of June 18, 2024 for:

- each of our named executive officers;
- each of our directors;
- all of our executive officers and directors as a group;
- each person or group of affiliated persons known by us to beneficially own 5% or more of any class of our voting securities; and
- the number of shares of common stock held by and being registered for resale by means of this prospectus for the Selling Stockholders.

The Selling Stockholders include (i) our affiliates and certain other stockholders with "restricted securities" (as defined in Rule 144 under the Securities Act) and their pledgees, donees, transferees, assignees or other successors-in-interest who, because of their status as affiliates pursuant to Rule 144 or because they acquired their shares of common stock from an affiliate or from us within the prior 12 months, would be unable to sell their securities pursuant to Rule 144 until we have been subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act for a period of at least 90 days and (ii) our non-executive officer service providers and their pledgees, donees, transferees, assignees or other successors-in-interest who acquired shares from us within the prior 12 months under Rule 701 and hold "restricted securities" (as defined in Rule 144 under the Securities Act). The Selling Stockholders and their pledgees, donees, transferees, assignees or other successors-in-interest may, or may not, elect to sell their shares of common stock covered by this prospectus, as and to the extent they may determine. Such sales, if any, will be made through brokerage transactions on Nasdaq at prevailing market prices. As such, we will have no input if and when any Selling Stockholder may, or may not, elect to sell their shares of common stock or the prices at which any such sales may occur. See the section titled "Plan of Distribution."

Information concerning the Selling Stockholders may change from time to time and any changed information will be set forth in supplements to this prospectus, if and when necessary. Because the Selling Stockholders may sell all, some or none of the shares of common stock covered by this prospectus, we cannot determine the number of such shares of common stock that will be sold by the Selling Stockholders, or the amount or percentage of shares of common stock that will be held by the Selling Stockholders upon consummation of any particular sale. In addition, the Selling Stockholders listed in the table below may have sold, transferred, or otherwise disposed of, or may sell, transfer, or otherwise dispose of, at any time and from time to time, shares of common stock in transactions exempt from the registration requirements of the Securities Act, after the date on which they provided the information set forth in the table below. The Selling Stockholders do not have, nor have they within the past three years had, any position, office or other material relationship with us, other than as disclosed in this prospectus. See the sections titled "Management" and "Certain Relationships and Related Party Transactions" for further information regarding the Selling Stockholders.

After the listing of our common stock on Nasdaq, certain of the Selling Stockholders are entitled to registration rights with respect to their shares of our capital stock, as described in the section titled "Description of Capital Stock—Registration Rights."

We are not party to any arrangement with any Selling Stockholder or any broker-dealer with respect to sales of the shares of common stock by the Selling Stockholders.

We have determined beneficial ownership in accordance with the rules and regulations of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Except as indicated by the footnotes below, we believe, based on information furnished to us, that the persons and entities named in the table below have sole voting and sole investment power with respect to all shares that they beneficially own, subject to applicable community property laws.

Applicable percentage ownership is based on 53,259,981 shares of common stock outstanding as of June 18, 2024. In computing the number of shares beneficially owned by a person and the percentage ownership of such person, we deemed to be outstanding all shares subject to options held by the person that are currently exercisable, or exercisable within 60 days of June 18, 2024 or issuable pursuant to RSUs that vest within 60 days of June 18, 2024. However, except as described above, we did not deem such shares outstanding for the purpose of computing the percentage ownership of any other person. The information set forth in the table below regarding the beneficial ownership after resale of the shares of common stock is based upon the assumption that the Selling Stockholders will sell all of the shares of common stock beneficially owned by them that are covered by this prospectus.

Unless otherwise indicated, the address of each beneficial owner listed below is c/o 2929 Allen Pkwy, Suite 2200, Houston, Texas 77019.

	Shares Beneficially Owned				Shares Beneficially Owned After Offering[2]	
	Common Stock				Common Stock	
Name of Beneficial Owner	Shares	%	Percent of Total Voting Power[1]	Shares of Common Stock Being Registered	Shares	%
5% Stockholders						
Entities Affiliated with Rubric Capital Management LP[3]	13,782,407	25.9 %	25.9 %	13,782,407	—	—
Monarch Alternative Capital LP[4]	4,909,594	9.2 %	9.2 %	4,909,594	—	—
Entities Affiliated with Capital Research and Management Company[5]	3,306,750	6.2 %	6.2 %	3,306,750	—	—
Named Executive Officers and Directors						
Mark “Mac” McFarland[6]	—	—	—	—	—	—
Stephen Schaefer[6]	—	—	—	—	—	—
Gizman Abbas[6]	—	—	—	—	—	—
Anthony Horton[6]	—	—	—	—	—	—
Karen Hyde[6]	—	—	—	—	—	—
Joseph Nigro[6]	—	—	—	—	—	—
Christine Benson Schwartzstein[6]	—	—	—	—	—	—
Alejandro Hernandez[7]	—	—	—	—	—	—
John Chesser[7]	—	—	—	—	—	—
Terry L. Nutt[7]	—	—	—	—	—	—
John Wander[7]	—	—	—	—	—	—
Andrew Wright[7]	—	—	—	—	—	—
Brad Berryman[7]	—	—	—	—	—	—
All directors and executive officers as a group (11 persons)	—	*	*	—	—	*
Other Selling Stockholders						
Sachem Head Capital Management LP[8]	2,440,000	4.6 %	4.6 %	2,440,000	—	—
Oaktree Capital Management, L.P.[9]	1,528,075	2.9 %	2.9 %	1,528,075	—	—
Parsifal Capital Management, LP[10]	1,259,195	2.4 %	2.4 %	1,259,195	—	—
Sculptor Capital Management, Inc.[11]	1,254,008	2.4 %	2.4 %	1,254,008	—	—

Glendon Capital Management, L.P.[12]	1,070,711	2.0 %	2.0 %	1,070,711	—	—
FIG LLC[13]	1,049,012	2.0 %	2.0 %	1,049,012	—	—
Entities Affiliated with Riverstone Holdings LLC[14]	833,701	1.6 %	1.6 %	833,701	—	—
Atalan Capital Partners, LP[15]	735,120	1.4 %	1.4 %	735,120	—	—
Carronade Capital Management, LP[16]	619,115	1.2 %	1.2 %	619,115	—	—
Aventail Capital Group, LP[17]	534,142	1.0 %	1.0 %	534,142		
Brown Advisory LLC[18]	518,170	1.0 %	1.0 %	518,170		
Solar Projects LLC[19]	500,607	*	*	500,607	—	—
P. Schoenfeld Asset Management LP[20]	459,959	*	*	459,959	—	—
Philosophy Capital Management, LLC[21]	406,420	*	*	406,420	—	—
Hartree Partners GP, LLC[22]	400,000	*	*	400,000	—	—
Two Seas Capital LP[23]	397,183	*	*	397,183	—	—
Nuveen Asset Management LLC[24]	356,571	*	*	356,571	—	—
Aristeia Capital, L.L.C.[25]	295,000	*	*	295,000	—	—
Entities Affiliated with DG Capital Management, LLC[26]	276,244	*	*	276,244	—	—
J. Rothschild Capital Management Limited[27]	272,837	*	*	272,837	—	—
PointState Capital LP[28]	221,422	*	*	221,422	—	—
Lee Jamieson[29]	126,422	*	*	126,422	—	—
Entities Affiliated with Purpose Investments Inc.[30]	114,399	*	*	114,399	—	—
Franklin Advisers, Inc.[31]	93,154	*	*	93,154	—	—
Yost Capital Management, LP[32]	43,843	*	*	43,843	—	—
Livello Capital Management LP[33]	43,250	*	*	43,250	—	—
FourWorld Capital Management LLC[34]	9,598	*	*	9,598	—	—
CSS, LLC[35]	7,892	*	*	7,892		
ACR Alpine Capital Research, LLC[36]	7,149	*	*	7,149	—	—
Comeg Trust LLC[37]	7,000	*	*	7,000	—	—
Corbin Capital Partners, L.P.[38]	4,352	*	*	4,352	—	—
DPA Trust No. 1 LLC[39]	2,674	*	*	2,674	—	—

* Represents beneficial ownership of less than 1%.

(1) Percentage of voting power represents voting power with respect to all shares of our common stock held beneficially as a single class. The holders of our common stock will be entitled to one vote per share.

(2) Assumes the Selling Stockholder sells all of the shares of common stock offered pursuant to this prospectus.

(3) Consists of (i) 8,949,009 shares held by Rubric Capital Master Fund LP, (ii) 3,173,129 shares held by Rubric BSR Fund LLC, (iii) 934,368 shares of common stock held by Blackstone CSP-MST FMAP Fund and (iv) 725,901 shares held by BEMAP Master Fund Ltd. (collectively, the "Rubric Funds"). The Rubric Funds are managed or sub-managed by Rubric Capital Management LP, as applicable. The sole general partner of Rubric Capital Management LP is Rubric Capital Management GP LLC. The managing member of Rubric Capital Management GP LLC is David Rosen. Mr. Rosen may be deemed to have shared voting and investment power of the securities managed or sub-managed, as applicable, by Rubric Capital Management LP. Mr. Rosen disclaims beneficial ownership of such securities, except to the extent of his pecuniary interest therein. The address of the Rubric Funds is 155 E. 44th Street, New York, NY 10017.

(4) Consists of (i) 1,972,770 shares held by Monarch Capital Master Partners V LP, (ii) 1,701,498 shares held by Monarch Capital Master Partners VI LP, (iii) 58,618 shares held by Monarch Customized Opportunistic Fund – Series 1 LP, (iv) 545,576 shares held by Monarch Debt Recovery Master Fund Ltd and (v) 531,932 shares held by Monarch V Select Opportunities Master Fund LP, and (vi) 99,200 shares held by Monarch Capital Master Partners V-A LP (collectively, the "Monarch Funds"). Monarch Alternative Capital LP is the beneficial owner of the Company's common stock and has been delegated the power to vote and dispose of the shares on behalf of the Monarch Funds. MDRA GP LP, Monarch GP LLC shares beneficial ownership with Monarch Alternative Capital LP by virtue of the fact that MDRA GP LP is the general partner of Monarch Alternative Capital LP and Monarch GP LLC is the general partner of MDRA GP LP. The address of the Monarch Funds is c/o Monarch Alternative Capital LP, 535 Madison Avenue, 22nd Floor, New York, NY 10022. Investing and voting decisions made by such funds rest with the portfolio managers of Monarch - Michael Weinstock, Andrew Herenstein, Christopher Santana and Adam Sklar - each of whose address is c/o Monarch Alternative Capital LP. 535 Madison Avenue, New York, NY 10022. Such portfolio managers make decisions by consensus, and as such, each such individual disclaims beneficial ownership of these shares.

(5) Consists of (i) 1,065,383 shares held by American High-Income Trust; (ii) 1,363,759 shares held by SMALLCAP World Fund, Inc.; (iii) 176,882 shares held by American Funds Multi-Sector Income Fund; (iv) 175,287 shares held by The Income Fund of America; (v) 359,752 shares held by The New Economy Fund; (vi) 52,138 shares held by American Funds Insurance Series - American High-Income Trust; (vii) 92,500 shares held by American Funds Insurance Series - Global Small Capitalization Fund; (viii) 9,955 shares held by Capital Group New Economy Fund (LUX); (ix) 4,633 shares held by Capital Group U.S. High-Yield Trust (US); (x) 6,226 shares held by Capital Group New Economy Trust (US); and (xi) 235 shares held by Capital Group Sustainable Global Opportunities Fund (LUX). Capital Research and Management Company ("CRMC") is the investment adviser for American High-Income Trust, SMALLCAP World Fund, Inc., American Funds Multi-Sector Income Fund, The Income Fund of America, The New Economy Fund, American Funds Insurance Series - American High-Income Trust, American Funds Insurance Series - Global Small Capitalization Fund, Capital Group New Economy Fund (LUX), Capital Group U.S. High-Yield Trust (US), Capital Group New Economy Trust (US) and Capital Group Sustainable Global Opportunities Fund (LUX) (collectively, the "CRMC Funds"). CRMC, Capital Research Global Investors ("CRGI"), Capital World Investors ("CWI") and Capital International Investors ("CII") may be deemed to be the beneficial owner of the shares held by each CRMC Fund; however, each of CRMC, CRGI, CWI and CII expressly disclaims that it is, in fact, the beneficial owner of such securities. Tom Chow, David A. Daigle, Tara L. Torrens and Shannon Ward, as portfolio managers, have voting or investment control over the shares held by American High-Income Trust, American Funds Insurance Series - American High-Income Trust and Capital Group U.S. High-Yield Trust (US). Julian N. Abdey, Peter Eliot, Brady L. Enright, Bradford F. Freer, Peter Gusev, Leo Hee, M. Taylor Hinshaw, Roz Hongsaranagon, Akira Horiguchi, Shlok Melwani, Dimitrije M. Mitrinovic, Aidan O'Connell, Samir Parekh, Piyada Phanaphat, Andraz Razen, Renaud H. Samyn, Arun Swaminathan, Thatcher Thompson and Gregory W. Wendt, as portfolio managers, have voting or investment control over the shares held by SMALLCAP World Fund, Inc. Xavier Goss, Damien J. McCann, Kirstie Spence, Scott Sykes and Shannon Ward, as portfolio managers, have voting or investment control over the shares held by American Funds Multi-Sector Income Fund. Hilda L. Applbaum, Pramod Atluri, David A. Daigle, Dimitrije M. Mitrinovic, John R. Queen, Caroline Randall, Anirudh Samsi, Andrew B. Suzman, Justin Toner and Shannon Ward, as portfolio managers, have voting or investment control over the shares held by The Income Fund of America. Paul Benjamin, Mathews Cherian, Tomoko Fortune, Caroline Jones, Harold H. La, Reed Lowenstein, Lara Pellini and Richmond Wolf, as portfolio managers, have voting or investment control over the shares held by The New Economy Fund, Capital Group New Economy Fund (LUX) and Capital Group New Economy Trust (US). Bradford F. Freer, M. Taylor Hinshaw, Shlok Melwani, Aidan O'Connell, Renaud H. Samyn and Gregory W. Wendt, as portfolio managers, have voting or investment control over the shares held by American Funds Insurance Series - Global Small Capitalization Fund. Julian N. Abdey, Tomoko Fortune, Emme Kozloff and Carlos A. Schonfeld, as portfolio managers, have voting or investment control over the shares held by Capital Group Sustainable Global Opportunities Fund (LUX). The address of American High-Income Trust, The New Economy Fund, American Funds Insurance Series - American High-Income Trust and American Funds Insurance Series - Global Small Capitalization Fund is 333 South Hope Street, Los Angeles, California 90071, USA. The address of SMALLCAP World Fund, Inc., American Funds Multi-Sector Income Fund, The Income Fund of America, Capital Group U.S. High-Yield Trust (US) and Capital Group New Economy Trust (US) is 6455 Irvine Center Drive, Irvine, California 92618, USA. The address of Capital Group New Economy Fund (LUX) and Capital Group Sustainable Global Opportunities Fund (LUX) is 6C Route de Treves, Senningerbeg, L-2633, Luxembourg.

(6) Director of the Company.

(7) Named executive officer of the Company.

(8) Consists of (i) 1,228,023 shares held by Sachem Head LP, (ii) 816,977 shares held by Sachem Head Master LP and (iii) 395,000 shares held by SH Stony Creek Master Ltd. (collectively, the "Sachem Head Funds"). Sachem Head Capital Management LP ("SHCM"), as the investment adviser to the Sachem Head Funds, may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the shares of common stock held by the Sachem Head Funds. As the general partner of SHCM, Uncas GP LLC ("Uncas") may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the shares of common stock held by the Sachem Head Funds. As the general partner of Sachem Head LP and Sachem Head Master LP, Sachem Head GP LLC ("Sachem Head GP") may be deemed to have the shared power to vote or to direct the vote of (and the shared power to dispose or direct the disposition of) the shares of common stock held by Sachem Head LP and Sachem Head Master LP. As the manager of SH Stony Creek Master Ltd., SH Stony Creek GP LLC ("Stony Creek GP") may be deemed to have the shared power to vote or to direct the vote of (and the shared power to dispose or direct the disposition of) the shares of common stock held by SH Stony Creek Master Ltd. By virtue of Scott D. Ferguson's position as the managing partner of SHCM and the managing member of Uncas, Sachem Head GP, and Stony Creek GP, Scott D. Ferguson may be deemed to have the shared power to vote or direct the vote of (and the

shared power to dispose or direct the disposition of) the shares of common stock held by the Sachem Head Funds. The business address of each of the Sachem Head Funds is c/o Sachem Head Capital Management LP, 250 West 55th Street, 34th Floor, New York, NY 10019.

(9) Consists of (i) 1,197,485 shares held by Oaktree Value Opportunities Fund Holdings, L.P. ("Oaktree Value Opportunities Fund Holdings"), (ii) 191,628 shares held by Boston Patriot Arlington St LLC ("Boston Patriot") and (iii) 138,962 shares held by Oaktree Phoenix Investment Fund, L.P. ("Oaktree Phoenix"). These shares of common stock being registered herein are beneficially owned by (i) Oaktree Value Opportunities Fund Holdings, as a result of its direct ownership of 1,197,485 shares of common stock, (ii) Boston Patriot, as a result of its direct ownership of 191,628 shares of common stock, (iii) Oaktree Phoenix, as a result of its direct ownership of 138,962 shares of common stock, (iv) Oaktree Value Opportunities Fund GP, L.P. ("Oaktree Value Opportunities Fund GP LP"), solely in its capacity as the general partner of Oaktree Value Opportunities Fund Holdings, (v) Oaktree Value Opportunities Fund GP Ltd. ("Oaktree Value Opportunities Fund GP"), solely in its capacity as the general partner of Oaktree Value Opportunities Fund Holdings GP LP, (vi) Oaktree Phoenix Investment Fund GP, L.P. ("Oaktree Phoenix GP LP"), solely in its capacity as the general partner of Oaktree Phoenix, (vii) Oaktree Phoenix Investment Fund GP Ltd. ("Oaktree Phoenix GP"), solely in its capacity as the general partner of Oaktree Phoenix GP LP, and (viii) Oaktree Capital Management, L.P., solely in its capacities as (A) the director of Oaktree Value Opportunities Fund GP, (B) the director of Oaktree Phoenix GP, and (C) investment manager of Boston Patriot. The address of each of the foregoing is 333 South Grand Avenue, 28th Floor, Los Angeles, CA 90071. Each of Oaktree Value Opportunities Fund Holdings, Boston Patriot and Oaktree Phoenix may be deemed to be an affiliate of a registered broker-dealer and has represented to the Company that its shares of common stock being offered for resale hereby were purchased in the ordinary course of business and that, at the time of purchase of such shares, it did not have any arrangements or understandings, directly or indirectly, with any person to distribute such shares.

(10) Consists of (i) 843,036 shares held directly by Parsifal Master Fund Ltd. ("Parsifal Master"), (ii) 172,468 shares held directly by Parsifal Co-Invest I, LP. ("Parsifal Co-Invest") and (iii) 243,691 shares held directly by an account managed (the "Managed Account") by Parsifal Capital Management, LP ("Parsifal Capital"). Parsifal Capital serves as the investment manager to each of Parsifal Master and Parsifal Co-Invest. David Zorub ("Mr. Zorub") serves as the Managing Member of Parsifal Capital Management GP, LLC, the general partner of Parsifal Capital, and may be deemed to hold voting and dispositive power with respect to the shares held by each of Parsifal Master, Parsifal Co-Invest and the Managed Account (collectively, the "Parsifal Entities and Account"). The business address of each of the Parsifal Entities and Account and Mr. Zorub is c/o Parsifal Capital Management, LP, One Fawcett Place, Suite 130, Greenwich, CT 06830.

(11) Consists of 1,254,008 shares held by Sculptor Master Fund, Ltd., a Cayman Islands company ("SCMD"). Sculptor Capital LP ("Sculptor"), a Delaware limited partnership, is the investment manager to SCMD. Sculptor Capital Holding Corporation ("SCHC"), a Delaware corporation, serves as the general partner of Sculptor. Sculptor Capital Management, Inc. ("SCU"), a Delaware corporation is the sole shareholder of SCHC. Rithm Capital Corp. ("RITM"), a Delaware corporation that is publicly traded on the New York Stock Exchange (NYSE: RITM), is the sole shareholder of SCU and the ultimate parent company of Sculptor. Accordingly, Sculptor, SCHC, SCU and RITM may be deemed to be beneficial owners of SCMD. The address of each of SCMD, Sculptor, SCHC and SCU is 9 West. 57th Street, 40th Floor, New York, NY 10019.

(12) Consists of (i) 549,636 shares held by Glendon Opportunities Fund II, L.P. and (ii) 521,075 shares held by Glendon Opportunities Fund III, L.P. (collectively, the "Glendon Funds"). Glendon Capital Management L.P. ("GCM") serves as the investment manager for the Glendon Funds and thus may be deemed to beneficially own the shares of common stock identified above. Mr. Brian Berman is a partner of GCM and has been delegated authority by GCM to direct the voting and disposition of the shares of common stock identified above, and thus is deemed to share voting power for the shares beneficially owned by GCM and the Glendon Funds. The address of each of the Glendon Funds is 2425 Olympic Blvd, Suite 500E, Santa Monica, CA 90404.

(13) Consists of (i) 350,942 shares held by CF TLNE LP and (ii) 698,070 shares held by CF TLNE 2023 LP (together with CF TLNE LP, the "CF TLNE Entities"). Interests in CF TLNE LP are owned by each of CF TLNE Offshore Holdings L.P., DBO TLNE Ltd., a Cayman Islands exempted company, Fortress Credit Opportunities Fund V (A) L.P., a Cayman Islands exempted limited partnership ("Fund A"), Fortress Credit Opportunities Fund V (B) L.P., a Cayman Islands exempted limited partnership ("Fund B"), Fortress Credit Opportunities Fund V (E) LP, a Delaware limited partnership ("Fund E"), Drawbridge Special Opportunities Fund LP, a Delaware limited partnership, FCO MA Centre Street II (ER) LP, a Delaware limited partnership, FCO MA Centre Street II (PF) LP, a Delaware limited partnership, FCO MA Centre Street II (TR) LP, a Delaware limited partnership, FCO MA MI II L.P., a Cayman Islands exempted limited partnership, FCO MA V UB Securities LLC, a Delaware limited liability company, and FCO V LSS SubCo LP, a Delaware limited partnership, as the members (the "CF TLNE Members"). The general partner of CF TLNE LP is CF TLNE GP LLC, a Delaware limited liability company. CF TLNE GP LLC is owned by the CF TLNE Members. CF TLNE Offshore Holdings L.P., is owned by Fortress Credit Opportunities Fund V (C) L.P., a Cayman Islands exempted limited partnership ("Fund C"), Fortress Credit Opportunities Fund V (D) L.P., a Cayman Islands exempted limited partnership ("Fund D"), Fortress Credit Opportunities Fund V (G) L.P., a Cayman Islands exempted limited partnership ("Fund G", and together with Fund A, Fund B, Fund C, Fund D and Fund E, collectively, the "FCO V Funds"), FTS SIP II L.P., a Jersey limited partnership, FCO MA J5 L.P., a Cayman Islands exempted limited partnership, and Super FCO MA III L.P., a Cayman Islands exempted limited partnership, as the partners. FCO V Fund GP LLC, a Delaware limited liability company is the general partner of each of the FCO V Funds. Fortress Credit Opportunities V-C Advisors LLC, a Delaware limited liability company, is the investment manager of Fortress Credit Opportunities Fund V (C) L.P. and Fortress Credit Opportunities V Advisors LLC, a Delaware limited liability company, is the investment manager of each other FCO V Fund. The general partner of each of the FCO V Funds is FCO Fund V GP LLC. Hybrid GP Holdings (Cayman) LLC, a Cayman Islands limited liability company ("Hybrid Cayman"), is the owner of all of the issued and outstanding interests of FCO Fund V GP LLC. Hybrid GP Holdings LLC, a Delaware limited liability company ("Hybrid Holdings"), is the owner of all of the issued and outstanding interests of Hybrid GP Holdings (Cayman) LLC. Fortress Operating Entity I LP, a Delaware limited partnership ("FOE I"), is the managing member of Hybrid Holdings. FIG Corp., a Delaware corporation ("FIG Corp."), is the general partner of FOE I. Fortress Investment Group LLC, a Delaware limited liability company, is the holder of all of the issued and outstanding shares of FIG Corp. FCO BT GP LLC, a Delaware limited liability company, is the general partner of FTS SIP II L.P. The owner of all of the issued and outstanding interests of FCO BT GP LLC is Hybrid GP Holdings. Fortress Credit Opportunities MA Advisors LLC is the investment manager of FTS SIP II L.P. FCO Fund V GP LLC is the general partner of FCO MA J5 L.P. FCO MA JS Advisors LLC is the investment manager of FCO MA J5 L.P. FCO MA SUP GP III LLC is the general partner of Super FCO MA III L.P. Hybrid Cayman is the owner of all of the issued and outstanding interests of FCO MA SUP GP III LLC. FCO MA Sup Advisors LLC is the investment manager of FCO MA SUP GP III LLC. DBO TLNE Ltd., is owned by Drawbridge Special Opportunities Fund Ltd., a Cayman Islands exempted

company. Drawbridge Special Opportunities Intermediate Fund L.P., a Cayman islands exempted limited partnership, is the owner of all of the issued and outstanding interests of Drawbridge Special Opportunities Fund Ltd. Drawbridge Special Opportunities Offshore Fund Ltd., a Cayman Islands exempted company, is the owner of all of the issued and outstanding interests of Drawbridge Special Opportunities Intermediate Fund L.P. Drawbridge Special Opportunities Offshore GP LLC, a Delaware limited liability company is the general partner of Drawbridge Special Opportunities Intermediate Fund L.P. FOE I LP is the owner of all of the issued and outstanding membership interests in Drawbridge Special Opportunities Offshore GP LLC. Drawbridge Special Opportunities Advisors LLC ("DBSO Advisors"), is the investment manager of Drawbridge Special Opportunities Offshore Fund Ltd., Drawbridge Special Opportunities Intermediate Fund L.P., and Drawbridge Special Opportunities Fund Ltd. Drawbridge Special Opportunities Fund GP LLC is the General Partner of Drawbridge Special Opportunities Fund LP. Fortress Principal Investment Holdings IV LLC, a Delaware limited liability company, is the managing member of Drawbridge Special Opportunities Fund GP LLC. FOE I is the owner of all of the issued and outstanding membership interests in Fortress Principal Investment Holdings IV LLC. DBSO Advisors LLC is the investment manager to Drawbridge Special Opportunities Fund LP. FCO MA Centre II GP LLC, a Delaware limited liability company, is the general partner of, and FCO MA Centre II Advisors LLC, a Delaware limited liability company, is the investment manager of, each of FCO MA Centre Street (ER) LP, FCO MA Centre Street II (PF) LP and FCO MA Centre Street II (TR) LP. Hybrid Holdings is the owner of all of the issued and outstanding interests of FCO MA Centre II GP LLC. FCO MA MI II GP LLC, a Delaware limited liability company, is the general partner of FCO MA MI II L.P. Hybrid Holdings is the owner of all of the issued and outstanding interests of FCO MA MI II GP LLC. Fortress Credit Opportunities MA II Advisor LLC is the investment manager of FCO MA MI II L.P. FCO MA V UB Securities LLC, a Delaware limited liability company, is owned by FCO MA V L.P., a Cayman Islands exempted limited partnership. The general partner of FCO MA V L.P. is FCO MA V GP LLC, a Delaware limited liability company. Hybrid Cayman is the owner of all of the issued and outstanding interests of FCO MA V GP LLC. FCO MA V Advisors LLC, a Delaware limited liability company, is the investment manager of FCO MA V L.P. FCO V LSS SubCo GP LLC, a Delaware limited liability company, is the general partner of FCO V LSS SUBCO LP. Hybrid Holdings is the owner of all of the issued and outstanding interests of FCO V LSS SubCo GP LLC. FCO V LSS SubCo Advisors LLC, a Delaware limited liability company, is the investment manager of FCO V LSS SubCo LP. FIG LLC, a Delaware limited liability company, is the holder of all of the issued and outstanding interests of each of the investment managers listed above. The CF TLNE Entities hold and beneficially own all of the shares of common stock, and on the basis of the relationships described herein, each of the other foregoing persons may be deemed to beneficially own the shares of common stock held by the CF TLNE Entities. As the Co-Chief Investment Officers of the CF TLNE Entities (through advisory and general partner entities) each of Peter L. Briger, Jr., Dean Dakolias, Andrew A. McKnight and Joshua Pack participates in the voting and investment decisions with respect to the shares of common stock held by the CF TLNE Entities, but each of them disclaims beneficial ownership thereof. The address of each of the CF TLNE Entities is Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. Each of the CF TLNE Entities is an affiliate of a registered broker-dealer and has represented to the Company that its shares of common stock being offered for resale hereby were purchased in the ordinary course of business and that, at the time of purchase of such shares, it did not have any arrangements or understandings, directly or indirectly, with any person to distribute such shares.

(14) Consists of 389,539 shares held of record by Raven Power Holdings LLC, 145,577 shares held of record by Riverstone V Coin Holdings, L.P., 48,804 shares held of record by Sapphire Power Holdings LLC and 249,781 shares held of record by C/R Energy Jade, LLC. Pierre F. Lapeyre, Jr. and David M. Leuschen are the managing directors of Riverstone Management Group, L.L.C., which is the general partner of Riverstone/Gower Mgmt Co Holdings, L.P., which is the sole member of Riverstone Holdings LLC, which is the sole shareholder of Riverstone Energy GP V Corp., which is the sole member of Riverstone Energy GP V, LLC, which is the general partner of Riverstone Energy Partners V, L.P., which is the general partner of Riverstone V Raven Holdings, L.P., which is the managing member of Raven Power Holdings LLC. As a result of these relationships, each of these entities and individuals may be deemed to share beneficial ownership of the securities held of record by Raven Power Holdings LLC. Riverstone Energy Partners V, L.P. is also the general partner of Riverstone V Coin Holdings, L.P. As a result of these relationships, David M. Leuschen, Pierre F. Lapeyre, Jr., Riverstone Management Group, L.L.C., Riverstone/Gower Mgmt Co Holdings, L.P., Riverstone Holdings LLC, Riverstone GP V Corp., Riverstone Energy GP V, LLC and Riverstone Energy Partners V, L.P. may be deemed to share beneficial ownership of the securities held of record by Riverstone V Coin Holdings, L.P. Riverstone Holdings LLC is also the sole member of R/C Renewable Energy GP II, L.L.C., which is the general partner of Riverstone/Carlyle Renewable Energy Partners II, L.P., which is the general partner of R/C Sapphire Power IP, L.P., which is the managing member of Sapphire Power Holdings LLC. As a result of these relationships, each of these entities, Pierre F. Lapeyre, Jr., David M. Leuschen, Riverstone Management Group, L.L.C. and Riverstone/Gower Mgmt Co Holdings, L.P. may be deemed to share beneficial ownership of the securities held of record by Sapphire Power Holdings LLC. Riverstone Holdings LLC is also the sole member of Riverstone Investment Group LLC, which is a member with voting rights to appoint members of the managing committee of C/R Energy GP III, LLC, which is the general partner of Carlyle/Riverstone Energy Partners III, L.P., which is the general partner of Carlyle/Riverstone Global Energy and Power Fund III, L.P., which is the controlling member of C/R Energy Jade LLC. As a result of these relationships, each of these entities, Pierre F. Lapeyre, Jr., David M. Leuschen, Riverstone Management Group, L.L.C. and Riverstone/Gower Mgmt Co Holdings, L.P. may be deemed to share beneficial ownership of the securities held of record by C/R Energy Jade, LLC. The Carlyle Group Inc., which is a publicly traded entity listed on Nasdaq, is the sole shareholder of Carlyle Holdings I GP Inc., which is the sole member of Carlyle Holdings I GP Sub L.L.C., which is the general partner of Carlyle Holdings I L.P., which, with respect to the securities reported herein, is the managing member of CG Subsidiary Holdings L.L.C., which is the managing member of TC Group, L.L.C., which is the managing member of Carlyle Investment Management L.L.C., which is also a member with voting rights to appoint members of the managing committee of C/R Energy GP III, LLC. As a result of these relationships, each of these entities may be deemed to share beneficial ownership of the securities held of record by C/R Energy Jade LLC. The address for The Carlyle Group Inc., Carlyle Holdings I GP Inc., Carlyle Holdings I GP Sub L.L.C., Carlyle Holdings I L.P., CG Subsidiary Holdings L.L.C., TC Group, L.L.C., TC Group Sub L.P. and TC Group-Energy LLC is c/o The Carlyle Group, 1001 Pennsylvania Avenue, NW, Suite 220 South, Washington, D.C. 20004. The address for each of the other entities and individuals named in this footnote is c/o Riverstone Holdings LLC, 712 Fifth Avenue, 36th Floor, New York, NY 10019. Each of the Raven Power Holdings LLC, Riverstone V Coin Holdings, L.P., Sapphire Power Holdings LLC and C/R Energy Jade, LLC is an affiliate of a registered broker-dealer and has represented to the Company that its shares of common stock being offered for resale hereby were purchased in the ordinary course of business and that, at the time of purchase of such shares, it did not have any arrangements or understandings, directly or indirectly, with any person to distribute such shares.

(15) Consists of 735,120 shares held by Atalan Master Fund, LP ("AMF"). Atalan Capital Partners, LP ("ACP"), is the investment manager of AMF. Atalan Capital Partners (GP), LLC ("ACPGP") is the general partner of ACP. Atalan GP, LLC's ("AGP") the general partner of AMF. David R. Thomas is the managing member of ACPGP and AGP and may be deemed to have sole voting and investment power with respect to these shares of common stock. AMF disclaims beneficial ownership of these shares of common stock. The address of each of AMF, ACP, ACPGP, AGP and Mr. Thomas is 140 East 45th Street, 17th Floor, New York, NY 10017.

(16) Consists of 619,115 shares held by Carronade Capital Master, LP. Carronade Capital Master, LP, a Cayman Islands exempted limited partnership, is managed by Carronade Capital Management, LP, is a registered investment adviser. Carronade Capital Management, LP is a registered investment adviser with the SEC. The general partner of Carronade Capital Management, LP is Carronade Capital Management GP, LLC whose managing member and majority owner is Dan Gropper. Mr. Gropper, as the managing member and majority owner of Carronade Capital Management GP, LLC, may be deemed to have shared power to vote and/or shared power to dispose of the securities held by Carronade Capital Master, LP. The address of Carronade Capital Master, LP is c/o Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.

(17) Consists of (i) 357,806 shares held by Aventail Energy Master Fund, LP, (ii) 44,723 shares held by Compass SAV II LLC, (iii) 101,798 shares held by Crown/Aventail Segregated Portfolio and (iv) 29,815 shares held by Compass Offshore SAV II PCC Limited (collectively, the "Aventail Funds"). Aventail Capital Group, LP ("Aventail") serves as the investment manager for the Aventail Funds and thus may be deemed to beneficially own the shares of common stock identified above. Aventail has authority to direct the voting and disposition of the shares of common stock identified above, and thus is deemed to share voting power for the shares beneficially owned by the Aventail Funds. The address of each of the Aventail Funds is 1370 Avenue of the Americas, 27th Floor, New York, NY 10019.

(18) Consists of (i) 324,072 shares held by Brown Advisory Small-Cap Fundamental Value Fund, LP, (ii) 20,573 shares held by Brown Advisory U.S. Small-Cap Blend Fund and (iii) 173,525 shares held by stockholders affiliated with Brown Advisory LLC. Brown Advisory Incorporated is the manager of Brown Advisory Management, LLC, which is the sole member of Brown Advisory LLC ("Brown"), which serves as the investment manager for the Brown Advisory Funds, Brown Advisory Funds plc, and investors via separately managed accounts, and thus may be deemed to beneficially own the shares of common stock identified above. Brown has authority to direct the voting and disposition of the shares of common stock identified above, and thus is deemed to share voting power for the shares beneficially owned. The address of each of the Brown Advisory affiliated stockholders is 901 S. Bond Street, Suite 400, Baltimore, MD 21231.

(19) Consists of 500,607 shares held by Solar Projects LLC, a Delaware limited liability company ("Solar Projects"). Solar Projects is disregarded and wholly owned by Solar Trust No. 2, a Delaware non-grantor trust ("Solar Trust"). Solar Trust is managed by First Republic Trust Company of Delaware ("First Republic") and Daniel Scott Gimbel ("Mr. Gimbel"). Each of the First Republic and Mr. Gimbel may be deemed to share beneficial ownership of the securities reported herein, but each disclaims any such beneficial ownership of securities not held of record by them, except to the extent each has a pecuniary interest therein. The business address of each of First Republic and Mr. Gimbel is 1201 North Market Street, Suite 1002, Wilmington, DE 19801.

(20) Consists of (i) 138,411 shares held by PSAM WorldArb Master Fund Ltd, (ii) 47,993 shares held by Rebound Portfolio Ltd, (iii) 124,748 shares held by Lumyna Specialist Funds - PSAM Credit Opportunities Fund, (iv) 148,807 shares held by Lumyna Funds - Lumyna - PSAM Global Event UCITS Fund. (collectively, the "PSAM Funds"). P. Schoenfeld Asset Management LP ("PSAM"), is the investment manager, sub-investment manager, or sub-adviser of each of the PSAM Funds. Peter Schoenfeld is the CEO of PSAM. PSAM and Peter Schoenfeld have voting and investment power over the shares held directly by the PSAM Funds. Each of PSAM and Peter Schoenfeld disclaim beneficial ownership of the securities reported herein except to the extent of their pecuniary interest therein. The address of each of PSAM WorldArb Master Fund Ltd, Rebound Portfolio Ltd, Lumyna Specialist Funds - PSAM Credit Opportunities Fund, Lumyna Funds - Lumyna - PSAM Global Event UCITS Fund is c/o P. Schoenfeld Asset Management LP, 1350 Avenue of the Americas, 21st Floor, New York, NY 10019.

(21) Consists of (i) 104,423 shares held by Blackwell Partners LLC - Series A, (ii) 92,852 shares held by Cassini Partners, L.P., (iii) 162,071 Philosophy Capital Partners, LP and (iv) 47,074 shares held by Star V Partners, LLC (collectively, the "Philosophy Funds"). Philosophy Capital Management LLC is the general partner and investment adviser of private investment funds and the investment adviser to the Philosophy Funds and may be deemed to share beneficial ownership of the securities reported herein, but disclaims any such beneficial ownership of the securities not held of record by it, except to the extent it has a pecuniary interest therein. The address of each of the Philosophy Funds is 3201 Danville Boulevard, Suite 100, Alamo, CA 94507.

(22) Consists of 400,000 shares held by Hartree Partner, LP ("Hartree"). Hartree is managed by Hartree Partners GP, LLC ("Hartree GP") as the general partner of Hartree. The management committee of Hartree GP establishes the trading guidelines of Hartree and holds voting and dispositive power over the shares held by Hartree. Such management committee is comprised of the following six members: Stephen Hendel, Stephen Semlitz, Jonathan Merison, Robert O'Leary, Brook Hinchman and Jordan Mikes. The address of Hartree, Hartree GP and Messrs. Hendel, Semlitz, and Merison is 1185 Avenue of the Americas, New York, New York 10036. The address of Messrs. O'Leary, Hinchman and Mikes is 333 South Grand Avenue, 28th Floor, Los Angeles, California 90071.

(23) Consists of 397,183 shares held by Two Seas Global (Master) Fund LP. Two Seas Global (Master) Fund LP (the "Two Seas Fund") has delegated to Two Seas Capital LP ("TSC") sole voting and investment power over the securities held by the Two Seas Fund pursuant to its Investment Management Agreement with TSC. As a result, each of TSC, Two Seas Capital GP LLC ("TSC GP"), as the general partner of TSC, and Mr. Sina Toussi, as Chief Investment Officer of TSC and Managing Member of TSC GP, may be deemed to exercise voting and investment power over the securities directly held by the Two Seas Fund. The Two Seas Fund specifically disclaims beneficial ownership of the securities directly held by it by virtue of its inability to vote or dispose of such securities as a result of its Investment Management Agreement with TSC. The address of the Two Seas Fund is c/o Two Seas Capital LP, 32 Elm Place, 3rd Floor, Rye, NY 10580.

(24) Consists of (i) 6,469 shares held by Nuveen All-American Municipal Bond Fund, (ii) 4,311 shares held by Nuveen Enhanced High Yield Municipal Bond Fund, (iii) 15,927 shares held by Nuveen High Yield Municipal Opportunities Fund LP, (iv) 3,911 shares held by Nuveen Dynamic Municipal Opportunities Fund, (v) 270,869 shares held by Nuveen High Yield Municipal Bond Fund, (vi) 18,229 shares held by Nuveen Municipal Credit Opportunities Fund, (vii) 19,318 shares held by Nuveen Short Duration High Yield Municipal Bond Fund, (viii) 2,590 shares held by Nuveen Strategic Municipal Opportunities Fund, (ix) 119 shares held by Nuveen AMT-Free Municipal Value Fund and (x) 14,828 shares held by Nuveen AMT-Free Municipal Credit Income Fund (collectively, the "Nuveen Funds"). Nuveen Asset Management, LLC is the registered investment adviser to the Nuveen Funds that own the shares of common stock being registered hereby,

and may be deemed to be a beneficial owner of the shares of common stock owned separately by the Nuveen Funds. The business address of each of the Nuveen Funds is c/o Nuveen Asset Management LLC, 333. W. Wacker Drive, Chicago, IL 60606.

(25) Consists of (i) 195,440 shares held by Aristeia Master, L.P. ("Aristeia Master"), (ii) 10,459 shares held by ASIG International Limited ("ASIG"), (iii) 75,968 shares held by Blue Peak Limited ("Blue Peak"), (iv) 7,873 shares held by DS Liquid Div RVA ARST LLC ("DS Liquid") and (v) 5,260 shares held by Windermere Cayman Fund Limited ("Windermere"). Aristeia Capital, L.L.C. and Aristeia Advisors, L.L.C. (collectively, "Aristeia") may be deemed the beneficial owners of the securities described herein in their capacity as the investment manager and/or general partner, as the case may be, of Aristeia Master, ASIG, Blue Peak, DS Liquid, and Windermere (each, an "Aristeia Fund" and collectively, the "Aristeia Funds"), which are the holders of such securities, as indicated above. As investment manager and/or general partner of each Aristeia Fund, Aristeia has voting and investment control with respect to the securities held by each Aristeia Fund. Anthony M. Frascella and William R. Techar are the co-Chief Investment Officers of Aristeia. Each of Aristeia and such individuals disclaims beneficial ownership of the securities referenced herein except to the extent of its or his direct or indirect economic interest in the Aristeia Funds. The address of Aristeia and each of the Aristeia Funds is c/o Aristeia Capital, L.L.C., One Greenwich Plaza, Suite 300, Greenwich, CT 06830.

(26) Consists of (i) 21,895 shares held by DG Value Partners, LP ("GVP"), (ii) 242,951 shares held by DG Value Partners II Master Fund, LP ("DGVP II"), (iii) 1,432 shares held by Yakar Alternatives LLC ("Yakar"), (iv) 3,379 shares held by Yakar Alternatives CLAT LLC ("Yakar CLAT"), (v) 1,334 shares held by PPG Hedge Fund Holdings LLC ("PPG") and (vi) 5,253 shares held by MACYRC LLC ("MACYRC"). DGVP is controlled by DG Capital Partners, LLC ("DG Capital Partners"), its general partner. DGVP II is controlled by DG Capital Partners II, LLC ("DG Capital Partners II"), its general partner. Each of Yakar, Yakar CLAT, PPG and MACYRC is controlled by DG Capital Advisors, LLC ("DG Capital Advisors" and, together with DGVP, DGVP II, Yakar, Yakar CLAT, PPG, MACYRC, DG Capital Partners and DG Capital Partners II, the "DG Capital Entities"), each such entity's investment manager. Each of DG Capital Partners, DG Capital Partners II and DG Capital Advisors is controlled by Dov Gertzulin, each such entity's managing member. Each of the DG Capital Entities and Mr. Gertzulin may be deemed to share beneficial ownership of the securities reported herein. The address of each of the DG Capital Entities and Mr. Gertzulin is c/o DG Capital Management, LLC, 460 Park Avenue, 22nd Floor, New York, NY 10022.

(27) Consists of 272,837 shares held by RIT Capital Partners plc. RIT Capital Partners plc has delegated investment management to J. Rothschild Capital Management Limited, a private limited company, incorporated in England and Wales with company number 02201053, which is regulated in the United Kingdom by the Financial Conduct Authority. J. Rothschild Capital Management Limited may be deemed to share beneficial ownership of the shares of common stock reported herein, but disclaims any such beneficial ownership of shares of common stock not held of record by it, except to the extent it has pecuniary interest therein. The address of RIT Capital Partners plc is Spencer House, 27 St. James's Place, London, SW1A 1NR.

(28) Consists of 221,422 shares held by SteelMill Master Fund LP ("SteelMill"). PointState Holdings LLC ("PointState Holdings") serves as the general partner of SteelMill. PointState Capital LP ("PointState") serves as the investment manager to SteelMill. PointState Capital GP LLC ("PointState GP") serves as the general partner of PointState. Zachary J. Schreiber serves as the managing member of PointState Holdings and PointState GP. Each of PointState GP and Mr. Schreiber may be deemed to have shared power to vote and/or shared power to dispose of the securities held by SteelMill. The address of SteelMill is, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands.

(29) Consists of 126,422 shares held Lee Jamieson, a natural person ("Jamieson"). The business address of Jamieson is 1255 Tam O'Shanter, Bakersfield, CA 93309.

(30) Consists of (i) 77,406 shares held by Purpose Credit Opportunities Fund ("Purpose Credit") and (ii) 36,993 shares held by Purpose Strategic Yield Fund ("Purpose Strategic"). Purpose Investment Partners Inc. ("Purpose Investment Partners") is the investment manager of Purpose Credit and the sub-advisor to Purpose Strategic. Purpose Investments Inc. ("Purpose Investments" and, together with Purpose Investment Partners, the "Purpose Managers") is the investment manager of Purpose Strategic and the sub-advisor to Purpose Credit. Sandy Liang is the lead portfolio manager of each of Purpose Credit and Purpose Strategic. Each of the Purpose Managers and Mr. Liang may be deemed to share beneficial ownership of the securities reported herein, but each disclaims any such beneficial ownership of securities not held of record by them, except to the extent each has a pecuniary interest therein. The business address of each of Purpose Credit, Purpose Strategic, the Purpose Managers and Mr. Liang is 130 Adelaide St. West, Suite 3100, Toronto, Ontario, Canada.

(31) Consists of (i) 4,216 shares held by Franklin Universal Trust, (ii) 58,650 shares held by Franklin High Income Trust-Franklin High Income Fund, (iii) 21,342 shares held by Franklin Templeton Investment Funds-Franklin High Yield Fund, (iv) 4,438 shares held by Franklin Limited Duration Income Trust and (v) 4,508 shares held by Franklin Templeton ETF Trust-Franklin High Yield Corporate ETF (collectively, the "Franklin Funds"). The securities are beneficially owned by the Franklin Funds that are investment management clients of Franklin Advisers, Inc. ("FAV") which is a subsidiary of Franklin Resources Inc. ("FRI"). FRI has delegated to FAV investment discretion or voting power over the securities listed, and FRI treats FAV as having sole investment discretion or voting authority, as the case may be, unless the agreement specifies otherwise. Accordingly, FAV reports on filings with the SEC ("FAV SEC filings"), including on Schedule 13G that it has sole investment discretion and voting authority over the securities covered by any such investment management agreement, unless otherwise noted. As a result, for purposes of Rule 13d-3 under the Securities Act, FAV may be deemed to be the beneficial owners of the securities reported in such FAV SEC filings. The address of each of the Franklin Funds is c/o Franklin Advisers, Inc., One Franklin Parkway, San Mateo, CA 94403. Each of the Franklin Funds is an affiliate of a registered broker-dealer and has represented to the Company that its shares of common stock being offered for resale hereby were purchased in the ordinary course of business and that, at the time of purchase of such shares, it did not have any arrangements or understandings, directly or indirectly, with any person to distribute such shares.

(32) Consists of (i) 36,762 shares held by Yost Partners, L.P. and (ii) 7,081 shares held by Yost Focused Long Fund, L.P. (collectively, the "Yost Funds"). Tomcat Management, L.P., a Texas limited partnership ("Tomcat Management"), serves as the general partner of Yost Partners, L.P. ("Yost Partners") and Yost Focused Long Fund, L.P. ("Yost Focused"). Tomcat Advisors, L.L.C., a Texas limited liability company ("Tomcat Advisors") serves as the general partner of Yost Management, LP, a Texas limited partnership ("Yost Management"), which serves as the investment manager of Yost Partners. Carson Yost is the Manager of Tomcat Advisors. Tomcat Management, Tomcat Advisors, Yost Management and Carson Yost may each be deemed to have beneficial ownership of shares held by the Yost Funds and each disclaims beneficial ownership of these shares except to the extent of any pecuniary interest therein. The address of each of the Yost Funds is 4550 Post Oak Place Drive, Suite 301, Houston, TX 77027.

(33) Consists of 43,250 shares held by Livello Capital Special Opportunities Fund LP ("Livello"). Livello is managed by Livello Capital Management LP ("Livello Management"), which is wholly owned by Philip Giordano ("Mr. Giordano"). Each of Livello Management and

Mr. Giordano may be deemed to share beneficial ownership of the securities reported herein, but each disclaims any such beneficial ownership of securities not held of record by them, except to the extent they have a pecuniary interest therein. The business address of Livello Management is 104 West 40th Street, 19th Floor, New York, NY 10018.

(34) Consists of (i) 835 shares held by Boothbay Absolute Return Strategies, LP, (ii) 631 shares held by Boothbay Diversified Alpha Master Fund LP, (iii) 3,613 shares held by FW Deep Value Opportunities Fund I, (iv) 383 shares held by FourWorld Event Opportunities, LP and (v) 4,136 shares held by FourWorld Global Opportunities Fund, Ltd. (collectively, the "FW Funds"). FourWorld Capital Management LLC ("FWCM") is the investment manager of the FW Funds. FWCM may be deemed beneficial owner of the Company securities being registered hereby for the sale of the FW Funds. John Addis, as the Chief Investment Officer of FWCM, makes voting and investment decisions for the FW Funds, but disclaims beneficial ownership of the shares held by them. The address of each of the FW Funds is 7 World Trade Center, Floor 46, New York, NY 10007.

(35) Consists of 7,892 shares held by CSS, LLC, an Illinois limited liability company ("CSS"). CSS is managed by Brian Bentley ("Mr. Bentley"), Glenn McMillan ("Mr. McMillan") and Clayton Struve ("Mr. Struve"). Each of Mr. Bentley, Mr. McMillan and Mr. Struve may be deemed to share beneficial ownership of the securities reported herein, but each disclaims any such beneficial ownership of securities not held of record by them, except to the extent each has a pecuniary interest therein. The business address of each of Mr. Bentley, Mr. McMillan and Mr. Struve is 175 W. Jackson Boulevard, Suite 440, Chicago, IL 60604.

(36) Consists of 7,149 shares held by ACR Strategic Credit LP ("ASC LP"). ACR Alpine Capital Research, LLC ("ACR") is the investment manager for ASC LP. Nicholas Tompras holds a controlling interest in ACR and ACR CV LLC, the general partner of ASC LP. ACR and Nicholas Tompras may be deemed to beneficially own the securities held by ASC LP. ACR and Nicholas Tompras each disclaim beneficial ownership of such securities except to the extent of their pecuniary interests therein. The address of ASC LP is 190 Carondelet Plaza, Suite 1300, St. Louis, MO 63105.

(37) Consists of 7,000 shares held Comeg Trust LLC, a Delaware limited liability company ("Comeg"). Comeg is disregarded and wholly owned by Comeg Trust, a Delaware non-grantor trust ("Comeg Trust"). Comeg Trust is managed by the Bryn Mawr Trust Company of Delaware ("Bryn Mawr") and Daniel Scott Gimbel ("Mr. Gimbel"). Each of the Bryn Mawr and Mr. Gimbel may be deemed to share beneficial ownership of the securities reported herein, but each disclaims any such beneficial ownership of securities not held of record by them, except to the extent each has a pecuniary interest therein. The business address of each of Bryn Mawr and Mr. Gimbel is 20 Montchanin Road, Suite 100, Greenville, DE 19807.

(38) Consists of (i) 731 shares held by Corbin Opportunity Fund, L.P. and (ii) 3,621 shares held by Corbin ERISA Opportunity Fund, Ltd. (collectively, the "Corbin Funds"). Corbin Capital Partners, L.P. ("CCP") is the investment manager of each of the Corbin Funds. CCP and its general partner, Corbin Capital Partners GP, LLC, may be deemed beneficial owners of the Company securities being registered hereby for sale by the Corbin Funds. Craig Bergstrom is the Chief Investment Officer of Corbin Capital Partners, L.P. and directs the voting and investment decisions with respect to the reported shares held by the Corbin Funds, but disclaims beneficial ownership of such shares. The address of each of the Corbin Funds is 575 Madison Avenue, 21st Floor, New York, NY 10022.

(39) Consists of 2,674 shares held by DPA Trust No. 1 LLC, a Delaware limited liability company ("DPA LLC"). DPA LLC is disregarded and wholly owned by DPA Trust No. 1, a Delaware non-grantor trust ("DPA Trust"). DPA Trust is managed by Bryn Mawr Trust Company of Delaware ("Bryn Mawr") and Alexander Salciccia ("Mr. Salciccia"). Each of the Bryn Mawr and Mr. Salciccia may be deemed to share beneficial ownership of the securities reported herein, but each disclaims any such beneficial ownership of securities not held of record by them, except to the extent each has a pecuniary interest therein. The business address of each of Bryn Mawr and Mr. Salciccia is 20 Montchanin Road, Suite 100, Greenville, DE 19807.

DESCRIPTION OF CAPITAL STOCK

General

The following is a summary of the rights of our capital stock and certain provisions of our Charter, our Bylaws, the Registration Rights Agreement, the Stockholders Agreement and relevant provisions of the DGCL. The descriptions herein are qualified in their entirety by reference to our Charter, Bylaws, Registration Rights Agreement and Stockholders Agreement copies of which have been filed as exhibits to the registration statement of which this prospectus is a part, as well as the relevant provisions of the DGCL.

Authorized Capital Stock

Our Charter authorizes us to issue up to 400,000,000 shares of capital stock, consisting of (i) 350,000,000 shares of our common stock, par value $0.001 per share; and (ii) 50,000,000 shares of preferred stock, par value $0.01 per share (our "preferred stock"). As of June 18, 2024, there were 53,259,981 shares of our common stock outstanding held by three stockholders of record, and no shares of preferred stock were issued and outstanding. Pursuant to our Charter, our Board of Directors has the authority, without stockholder approval, except as required by the listing standards of Nasdaq, to issue additional shares of our common stock.

Common Stock

All issued and outstanding shares of our common stock are duly authorized, validly issued, fully paid and non-assessable. All authorized but unissued shares of our common stock are available for issuance by our Board of Directors without any further stockholder action, except as required by the listing standards of Nasdaq.

The rights, preferences and privileges of holders of common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future.

Voting Rights

All shares of our common stock have identical rights and privileges. The holders of shares of our common stock are entitled to vote on all matters submitted to a vote of our stockholders, including the election of directors. On all matters to be voted on by holders of shares of our common stock, the holders will be entitled to one vote for each share of our common stock held of record and will have no cumulative voting rights.

Dividend Rights

Subject to limitations under applicable Delaware law, preferences that may apply to any outstanding shares of our preferred stock and contractual restrictions, holders of our common stock are entitled to receive dividends or other distributions ratably, when, as and if declared by the Board of Directors. The ability of the Board of Directors to declare dividends with respect to our common stock, however, will be subject to such limitations, preferences and restrictions and the availability of sufficient funds under the DGCL to pay such dividends.

Right to Receive Liquidation Distributions

In the event of a voluntary or involuntary liquidation, dissolution or winding up of Talen, after payment or provision for payment of the debts and other liabilities of Talen, and subject to the rights of the holders of preferred stock in respect thereof, the remaining assets of Talen will be distributed ratably to the holders of shares of our common stock.

Other Matters

Holders of shares of our common stock do not have preemptive, subscription, redemption or conversion rights.

Warrants

Pursuant to that certain Employment Agreement, dated December 12, 2022, by and between TES and Leonard LoBiondo, at Emergence, Mr. LoBiondo acquired warrants to purchase up to 457,142 shares of our common stock

with a tenor of three years and a strike price of $43.75, subject to adjustment in certain circumstances, the terms of which are set forth in the that certain Warrant Certificate No. L-1, dated May 17, 2023, issued by TEC.

Registration Rights

At Emergence, TEC entered into the Registration Rights Agreement with the Reg Rights Holders that, among other things, granted customary registration rights to the Reg Rights Holders and certain of their permitted transferees, including customary shelf registration rights and piggyback rights, which may be exercised after the consummation of an initial public offering. For additional information about the Registration Rights Agreement, please see "Certain Relationships and Related Party Transactions—Registration Rights Agreement and Stockholders Agreement."

Stockholders Agreement

At Emergence, TEC also entered into the Stockholders Agreement with the Holders. Pursuant to the Stockholders Agreement, the Holders have certain limited information rights, drag-along rights and tag-along rights. The Stockholders Agreement also provides that certain Holders have rights to require TEC to pursue an initial public offering and consent to certain key elements of the initial public offering structure. Such right of the Offering Committee to require TEC to pursue and consummate an initial public offering will cease to exist upon the consummation of such initial public offering. For additional information about the Stockholders Agreement, please see "Certain Relationships and Related Party Transactions—Registration Rights Agreement and Stockholders Agreement."

Anti-Takeover Effects of Delaware Law and Our Charter and Bylaws

Some provisions of Delaware law and our Charter and our Bylaws contain provisions that could make the following transactions more difficult: an acquisition of us by means of a tender offer; an acquisition of us by means of a proxy contest or otherwise; or the removal of our incumbent officers and directors. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions which provide for payment of a premium over the market price for our shares.

These provisions, summarized below, are intended to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our Board of Directors. We believe that the benefits of the increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because negotiation of these proposals could result in an improvement of their terms.

Preferred Stock

Subject to limitations under applicable Delaware law, our Board of Directors have the authority, without further action by our stockholders, to issue up to 50,000,000 shares of unissued preferred stock with rights and preferences, including voting rights, designated from time to time by our Board of Directors. The existence of authorized but unissued shares of preferred stock enables our Board of Directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or other means.

Removal of Directors

Our Charter provides that members of our Board of Directors may be removed from office, with or without cause, by an affirmative vote of the holders of at least a majority of the outstanding shares of capital stock entitled to vote thereon.

Section 203 of the DGCL

In our Charter, we have elected not to be governed by Section 203 of the DGCL, as permitted under and pursuant to subsection (b)(3) of Section 203. Section 203 prohibits a publicly held Delaware corporation from

engaging in a business combination, such as a merger, with a person or group owning 15% or more of the corporation's outstanding voting stock for a period of three years following the date the person became an interested stockholder, unless (with certain exceptions) the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner. Accordingly, we are currently not subject to any anti-takeover effects of Section 203, although no assurance can be given that we will not elect to be governed by Section 203 of the DGCL in the future.

Board Vacancies and Board Size

Our Charter and Bylaws provide that any vacant directorships, including newly created directorships, may only be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. The number of directors constituting the full Board of Directors is set by a resolution of the Board of Directors.

Special Stockholder Meetings

Except as required by the DGCL or the terms of any class or series of preferred stock issued in the future, special meetings of our stockholders may be called only by (a) the Chair of the Board of Directors, (b) the Board of Directors pursuant to a resolution adopted by a majority of a quorum of the Board of Directors or (c) the Board of Directors upon the delivery of a written request complying with the procedures outlined in our Bylaws by the holders of at least 15% of the voting power of the then outstanding shares of capital stock entitled to vote on the matters to be submitted to stockholders at such meeting.

Requirements for Advance Notification of Stockholder Nominations and Proposals

Stockholders must provide timely notice when seeking to:

- bring business before an annual meeting of stockholders;
- bring business before a special meeting of stockholders (if contemplated and permitted by the notice of a special meeting); or
- nominate candidates for election to the Board of Directors at an annual meeting of stockholders or at a special meeting of stockholders called for the purpose of electing one or more directors to the Board of Directors.

To be timely, a stockholders notice generally must be received by the Secretary of Talen at our principal executive offices:

- in the case of an annual meeting:
    - not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the date of the immediately preceding year's annual meeting, or
    - if the annual meeting is called for a date that is more than 30 days before or more than 60 days after the first anniversary of the date of the immediately preceding year's annual meeting, or if no annual meeting was held in the immediately preceding year, not earlier than the opening of business on the 120th day prior to such annual meeting and not later than the earlier of (A) the close of business on the later of the 90th day prior to the annual meeting and (B) the 10th day following the day on which the first public announcement of the date of the annual meeting is made by Talen; or
- in the case of a special meeting, not earlier than the opening of business on the 120th day and not later than the close of business on the later of the 90th day prior to the special meeting and the 10th day following the day on which public announcement is first made of the date of the special meeting and the nominees proposed by the Board of Directors.

Our Charter and Bylaws also specify requirements as to the form and content of the stockholder's notice. These provisions may preclude stockholders from bringing matters before or proposing director nominees to an annual meeting or a special meeting of stockholders.

Stockholders Not Entitled to Cumulative Voting

The DGCL provides that stockholders are not entitled to cumulate votes in the election of directors unless a corporation's certificate of incorporation provides otherwise. Our Charter does not provide for cumulative voting.

Amendment of Bylaws Provision

The Bylaws may be amended, altered or repealed, or new bylaws made, by vote of (a) a majority of the directors present at a meeting at which a quorum of the Board of Directors is present or (b) the holders of a majority of the voting power of all outstanding shares of capital stock of Talen entitled to thereon, voting together as a single class.

Exclusive Forum

Our Charter provides that, unless we consent to the selection of an alternative forum, the sole and exclusive forum for: (a) any derivative action or proceeding brought on our behalf; (b) any action asserting a claim of breach of a fiduciary duty owed by any of our current or former directors, officers, other employees or stockholders to us or to our stockholders; (c) any action asserting a claim arising pursuant to the DGCL, our Charter or Bylaws, or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware; or (d) any action asserting a claim governed by the internal affairs doctrine shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have, or declines to accept, jurisdiction, another state court or a federal court located within the State of Delaware that does have jurisdiction).

Our Charter further provides that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America are the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act against us or any of our directors or officers, except to the extent such jurisdiction is contrary to law. We note that investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. Although we believe the provision benefits us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies, the provision may have the effect of discouraging lawsuits against our directors and officers. Additionally, the Company cannot be certain that a court will decide that these provisions are either applicable or enforceable, and if a court were to find the choice of forum provisions contained in our Charter to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm the business, operating results and financial condition of the Company.

Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, the exclusive forum provision in our Charter will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction.

Transfer Restrictions

Due to regulatory authorization requirements imposed by federal law and implemented by the Federal Energy Regulatory Commission, our Charter requires prior written consent of the Board of Directors in any case where an acquisition or other transfer of voting securities would cause the holdings of the transferee, together with those of its "affiliates" (as such term is defined in 18 C.F.R. §35.36(a)(9)), directly or indirectly, to either (i) equal or exceed 10% of our outstanding voting securities or (ii) equal or exceed 10% of the outstanding voting securities in any Talen public utility subsidiary after accounting for both our voting securities and the voting securities of the public utility subsidiary held other than indirectly as a result of holding our voting securities. This restriction also applies to the ability of any existing 10% holder to acquire additional shares of our common stock, but does not apply to certain secondary market purchases or sales of our common stock made by third-party investors on Nasdaq that are outside of our control, do not directly involve us and are made without prior notice to us.

Authorized but Unissued Shares

Delaware law does not require stockholder approval for any issuance of authorized shares. Pursuant to our Charter, our Board of Directors has the authority, without stockholder approval, except as required by the listing standards of Nasdaq, to issue authorized but unissued shares of our common stock.

Limitations on Liability and Indemnification of Directors and Officers

As permitted by Section 145 of the DGCL, our Bylaws provide that:

- we shall indemnify our directors and executive officers to the fullest extent permitted by the DGCL, subject to limited exceptions, and that we may indemnify other officers, employees or other agents;
- we shall advance expenses to our directors and executive officers in connection with a legal proceeding to the fullest extent permitted by the DGCL, subject to limited exceptions; and
- the rights provided in our Bylaws are not exclusive.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal. If the DGCL is amended to provide for further limitations on the personal liability of directors or officers of corporations, then the personal liability of our directors and officers will be further limited to the fullest extent permitted by the DGCL.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be Equiniti Trust Company, LLC. The transfer agent and registrar's address is 48 Wall Street, Floor 23, New York, New York 10005.

Exchange Listing

Our common stock is currently not listed on any securities exchange. We have applied to have our common stock listed on Nasdaq under the symbol "TLN."

SHARES ELIGIBLE FOR FUTURE SALE

Future issuances or sales of substantial amounts of our common stock in the public market, or the perception that such issuances or resales may occur, could adversely affect the prevailing market price of our common stock. No prediction can be made as to the effect, if any, future issuances or resales of shares, or the availability of shares for future sales, will have on the market price of our common stock prevailing from time to time. See "Risk Factors—Risks Related to Ownership of Our Common Stock—No prior public trading market existed for our common stock prior to trading on the OTC Pink Market, and an active trading market may not develop or be sustained following the registration of our common stock on Nasdaq, which may cause the market price of our common stock to decline significantly and make it difficult for investors to sell their shares in the future."

As of June 18, 2024, we have a total of 53,259,981 shares of common stock issued and outstanding (after taking into account the 5,768,862 shares of the Company's common stock the Company has repurchased under its share repurchase program, inclusive of our recent tender offer). Of the 59,028,843 shares of common stock issued and outstanding at Emergence, 15,135,955 shares were issued in reliance on the exemption from registration provided by Section 1145 of the Bankruptcy Code (the "1145 Shares") on an unrestricted CUSIP and 43,892,888 shares were issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act (the "4(a)(2) Shares") on a restricted CUSIP. In May 2024, each of the outstanding 4(a)(2) Shares were exchanged for an unrestricted share on the unrestricted CUSIP. Please see "Prospectus Summary—Recent Developments—Mandatory Share Exchange" for additional information. Our outstanding shares are freely tradable without restriction or further registration under the Securities Act, except that any shares held by any affiliates, as that term is defined under Rule 144 of the Securities Act, will be considered control securities and may be sold only in compliance with the limitations described below.

We plan to file a registration statement on Form S-8 under the Securities Act to register shares of our common stock or securities convertible into or exchangeable for shares of common stock issued pursuant to our 2023 Equity Plan. Any such Form S-8 registration statement will automatically become effective upon filing. Accordingly, subject to applicable vesting restrictions or lock-up restrictions and except for shares held by affiliates, shares to be registered under any such registration statement will be available for sale in the open market.

Rule 144

Affiliate Resales

In general, a person who is an affiliate of ours, or who was an affiliate at any time during the 90 days before a sale, would be entitled to sell in "broker's transactions" or certain "riskless principal transactions" or to market makers, a number of shares within any three-month period that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately 532,600 shares upon the effectiveness of the registration statement of which this prospectus forms a part; or
- the average weekly trading volume in our common stock on Nasdaq during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Affiliate resales under Rule 144 are also subject to the availability of current public information about us. In addition, if the number of shares being sold under Rule 144 by an affiliate during any three-month period exceeds 5,000 shares or has an aggregate sale price in excess of $50,000, the seller must file a notice on Form 144 with the SEC concurrently with either the placing of a sale order with the broker or the execution of a sale directly with a market maker.

Non-Affiliate Resales

In general, a person who is not an affiliate of ours at the time of sale, or has not been an affiliate at any time during the three months preceding a sale, is entitled to sell such shares subject only to the availability of current public information about us. If such person has held our shares for at least one year, such person can resell under

Rule 144(b)(1) without regard to any Rule 144 restrictions, including the 90-day public company requirement and the current public information requirement.

Non-affiliate resales are not subject to the manner of sale, volume limitation or notice filing provisions of Rule 144.

Rule 701

In general, under Rule 701, any of our employees, directors, officers, consultants or advisors who purchases shares from us in connection with a compensatory stock or option plan or other written agreement before the effective date of a registration statement under the Securities Act is entitled to sell such shares 90 days after such effective date in reliance on Rule 144. Securities issued in reliance on Rule 701 are restricted securities and, subject to the contractual restrictions described above, beginning 90 days after the date of this prospectus, may be sold by persons other than "affiliates," as defined in Rule 144, subject only to the manner of sale provisions of Rule 144 and by "affiliates" under Rule 144 without compliance with its one-year minimum holding period requirement.

Form S-8 Registration Statement

We intend to file one or more registration statements on Form S-8 under the Securities Act to register all shares of our common stock, PSUs and RSUs subject to outstanding stock options under our 2023 Equity Plan. We expect to file the registration statement covering shares offered pursuant to these stock plans shortly after the date of this prospectus, permitting the resale of such shares by non-affiliates in the public market without restriction under the Securities Act and the sale by affiliates in the public market subject to compliance with the resale provisions of Rule 144.

Registration Rights

Holders of at least three percent of our outstanding common stock will be entitled to various rights with respect to the registration of these shares under the Securities Act upon the effectiveness of the registration statement of which this prospectus forms a part. Registration of these shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by affiliates. See the section titled "Description of Capital Stock—Registration Rights" for additional information.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS OF OUR COMMON STOCK

The following is a general discussion of the material U.S. federal income tax consequences of the acquisition, ownership and disposition of our common stock purchased pursuant to this offering by a non-U.S. holder. For the purpose of this discussion, a non-U.S. holder is any beneficial owner of our common stock that is an individual, corporation, estate or trust and that is not for U.S. federal income tax purposes any of the following:

- an individual citizen or resident of the U.S.;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in the U.S. or under the laws of the United States or any state thereof, or the District of Columbia;
- a partnership (or other entity or arrangement treated as a partnership or other pass-through entity for U.S. federal income tax purposes);
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (x) is subject to the primary supervision of a U.S. court within the United States and has one or more U.S. persons (within the meaning of Section 7701(a)(30) of the Code, as defined for U.S. federal income tax purposes) who have the authority to control all substantial decisions of the trust or (y) has made a valid election under applicable U.S. Treasury Regulations to be treated as a U.S. person.

If a partnership (or an entity treated as a partnership for U.S. federal income tax purposes) holds our common stock, the tax treatment of a partner in the partnership will generally depend on the status of the partner and upon the activities of the partnership. Accordingly, if you are treated as a partner of a partnership that holds our common stock you should consult your own tax advisor as to the particular U.S. federal income tax consequences applicable to you.

This discussion assumes that a non-U.S. holder will hold our common stock purchased pursuant to this offering as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all aspects of U.S. federal taxation (including alternative minimum, gift and estate tax or any Medicare taxes imposed on net investment income) or any aspects of state, local or non-U.S. taxation. It does not consider any U.S. federal income tax considerations that may be relevant to non-U.S. holders that may be subject to special treatment under U.S. federal income tax laws, including, without limitation, U.S. expatriates, former citizens or long-term residents of the U.S., life insurance companies, real estate investment trusts, regulated investment companies, tax-exempt or governmental organizations, "qualified foreign pension funds" (within the meaning of Section 897(l)(2) of the Code and entities all of the interests of which are held by qualified foreign pension funds), tax-qualified retirement plans, brokers or dealers in securities or currency, banks or other financial institutions, "passive foreign investment companies," "controlled foreign corporations," investors that hold our common stock as part of a hedge, straddle, constructive sale, redemption, conversion transaction or other risk reduction strategy or integrated investment and, except as otherwise provided below, persons who at any time hold more than 5% of the fair market value of any class of our stock. Furthermore, the following discussion is based on current provisions of the Code, Treasury Regulations and administrative and judicial interpretations thereof, all as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect. We have not sought, and will not seek, any ruling from the IRS or any opinion of counsel with respect to the tax consequences discussed herein, and there can be no assurance that the IRS will not take a position contrary to the tax consequences discussed below or that any position taken by the IRS would not be sustained.

We urge each prospective investor to consult a tax advisor regarding the U.S. federal, state, local and non-U.S. income and other tax consequences of acquiring, holding and disposing of shares of our common stock.

Distributions

If, in the discretion of the Board of Directors, we make distributions of cash or property on our common stock, those payments will constitute dividends to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent those distributions exceed our current and accumulated earnings and profits, the distributions will first constitute non-taxable returns of capital and reduce (but not below zero) a non-U.S. holder's adjusted tax basis in its common stock (determined on a share-by-share basis), and then will be treated as gain from the sale of the common stock (subject to the rules discussed below under "— Gain on Disposition of Common Stock"). Any such distributions will also be subject to the discussion below under the section entitled "—Additional Withholding Tax Relating to Foreign Accounts."

Subject to the discussion below on backup withholding and FATCA, any dividends (i.e., any distributions out of earnings and profits) paid to a non-U.S. holder of our common stock that are not effectively connected with a U.S. trade or business conducted by the non-U.S. holder generally will be subject to U.S. withholding tax either at a rate of 30% of the gross amount of the dividend or such lower rate as may be specified by an applicable tax treaty. Non-U.S. holders should consult their tax advisors regarding their entitlement to benefits under an applicable income tax treaty and the requirements for and manner of claiming the benefits of such treaty (including, without limitation, the need to obtain a U.S. taxpayer identification number). To receive the benefit of a reduced treaty rate, a non-U.S. holder must generally provide us or our paying agent with a valid IRS Form W-8BEN-E, W-8BEN or other appropriate version of IRS Form W-8 certifying qualification for the reduced rate prior to the payment of any dividend and otherwise comply with all other applicable legal requirements (including periodically updating such forms).

Dividends received by a non-U.S. holder that are effectively connected with a U.S. trade or business conducted by the non-U.S. holder (and, if provided by an applicable treaty, that are attributable to a U.S. permanent establishment of such non-U.S. holder) are exempt from such U.S. withholding tax (provided that the non-U.S. holder complies with certain certification and disclosure requirements). Non-U.S. holders should consult their tax advisors regarding their entitlement to the exemption from withholding on dividends effectively connected with such holder's U.S. trade or business and the requirements for and manner of claiming the benefits of such exemption. To obtain this exemption, the non-U.S. holder must generally provide us or our paying agent with a valid IRS Form W-8ECI properly certifying such exemption and otherwise comply with all other applicable legal requirements (including, without limitation, periodically updating such form). Such effectively connected dividends, although not subject to withholding tax, will be subject to U.S. federal income tax on a net income basis at the same graduated rates generally applicable to U.S. persons, subject to any applicable tax treaty providing otherwise. In addition to the income tax described above, dividends received by corporate non-U.S. holders that are effectively connected with a U.S. trade or business of the corporate non-U.S. holder may be subject to a branch profits tax at a rate of 30% (or such lower rate as may be specified by an applicable tax treaty).

A non-U.S. holder of our common stock may obtain a refund of any excess amounts withheld if the non-U.S. holder is eligible for a reduced rate of U.S. withholding tax and an appropriate claim for refund is timely filed with the IRS.

Gain on Disposition of Common Stock

Subject to the discussion of backup withholding and of FATCA, below, a non-U.S. holder generally will not be subject to U.S. federal income tax on any gain realized upon the sale or other disposition of our common stock unless:

- the gain is effectively connected with a U.S. trade or business of the non-U.S. holder and, if required by an applicable tax treaty, is attributable to a U.S. permanent establishment maintained by such non-U.S. holder;
- the non-U.S. holder is an individual who is present in the United States for a period or periods aggregating 183 days or more during the calendar year in which the sale or disposition occurs and certain other conditions are met; or

- our common stock constitutes a "U.S. real property interest" by reason of our status as a U.S. real property holding corporation (a "USRPHC") within the meaning of Section 897(c)(2) of the Code at any time within the shorter of the five-year period preceding the disposition or the non-U.S. holder's holding period for our common stock.

Unless an applicable tax treaty provides otherwise, gain described in the first bullet point above will be recognized in an amount equal to the excess of the amount of cash and the fair market value of any other property received for the common stock over the non-U.S. holder's basis in the common stock. Such gain or loss generally will be subject to U.S. federal income tax on a net income basis at the same graduated rates applicable to U.S. persons. In the case of a non-U.S. holder that is a foreign corporation, such gain may also be subject to a branch profits tax at a rate of 30% (or such lower rate as may be specified by an applicable tax treaty).

Gain described in the second bullet point above (which may be offset by U.S. source capital losses of such non-U.S. holder, provided that the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses) will be subject to a flat 30% U.S. federal income tax (or such lower rate as may be specified by an applicable tax treaty).

With respect to the third bullet point above, we believe we are not currently, and we do not expect to become, a USRPHC. However, because the determination of whether we are a USRPHC depends on the fair market value of our U.S. real property relative to the fair market value of our other business assets and our interests in real property located outside the United States and because the definition of U.S. real property is not entirely clear, there can be no assurance that we are not a USRPHC now or will not become one in the future. Even if we were to become a USRPHC, however, as long as our common stock is "regularly traded" on an established securities market (as to which there can be no assurance), such common stock will be treated as U.S. real property interests only if the non-U.S. holder actually or constructively holds or held more than five percent of such regularly traded common stock at any time during the applicable period described in the third bullet point above.

Non-U.S. holders should consult a tax advisor regarding potentially applicable income tax treaties that may provide for different rules.

Backup Withholding and Information Reporting

Generally, we must report annually to the IRS the amount of dividends paid to each non-U.S. holder, the name and address of the recipient, and the amount, if any, of tax withheld with respect to those dividends. These information reporting requirements apply even if withholding was not required or was otherwise reduced or eliminated. This information also may be made available under a specific treaty or agreement with the tax authorities of the country in which the non-U.S. holder resides or is established. Payment of the proceeds of a sale of our common stock within the United States or through certain U.S. financial intermediaries is also subject to information reporting, and depending on the circumstances may be subject to backup withholding unless the non-U.S. holder, certifies that it is a non-U.S. holder or furnishes an IRS Form W-8.

Payments of dividends to a non-U.S. holder may be subject to backup withholding (at the applicable rate) unless the non-U.S. holder establishes an exemption, for example, by properly certifying its non-U.S. status on an IRS Form W-8BEN-E or W-8BEN or another appropriate version of IRS Form W-8. Notwithstanding the foregoing, backup withholding may apply if either we or our paying agent has actual knowledge, or reason to know, that the beneficial owner is a U.S. person that is not an exempt recipient.

U.S. information reporting and backup withholding generally will not apply to a payment of proceeds from a disposition of common stock where the transaction is effected outside the United States through a non-U.S. office of a non-U.S. broker. However, information reporting requirements, but generally not backup withholding, generally will apply to such a payment if the broker is (i) a U.S. person; (ii) a foreign person that derives 50% or more of its gross income for certain periods from the conduct of a trade or business in the United States; (iii) a controlled foreign corporation as defined in the Code; (iv) a foreign partnership with certain U.S. connections; or (v) a U.S. branch of a foreign bank or foreign insurance company or a "territory financial institution" (as specially defined) in each case meeting certain requirements, unless the broker has documentary evidence in its records that the holder is a non-U.S. holder and certain conditions are met or the holder otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be claimed as a refund or a credit against a non-U.S. holder's U.S. federal income tax liability, provided that the required information is timely furnished to the IRS. Non-U.S. holders should consult their own tax advisors regarding the application of backup withholding in their particular circumstances and the availability of, and procedures for, obtaining an exemption from backup withholding.

Additional Withholding Tax Relating to Foreign Accounts

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code, the Treasury Regulations promulgated thereunder and other official guidance (commonly referred to as "FATCA") on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends on, or gross proceeds from the sale or other disposition of, our common stock paid to "foreign financial institutions" or "non-financial foreign entities" (each as defined in the Code), unless those entities comply with certain requirements under the Code and applicable U.S. Treasury regulations, which requirements may be modified by an "intergovernmental agreement" entered into between the United States and an applicable foreign country.

Proposed U.S. Treasury Regulations have indefinitely suspended FATCA withholding on the gross proceeds from a sale or other disposition of our common stock and may be relied upon by taxpayers until final regulations are issued.

Prospective investors should consult their tax advisors regarding the potential application of withholding under FATCA to their investment in our common stock.

The foregoing discussion is only a summary of certain material U.S. federal income tax consequences of the acquisition, ownership and disposition of our common stock by non-U.S. holders. Each prospective investor should consult its own tax advisor with respect to the particular tax consequences of the acquisition, ownership and disposition of our common stock, including the effect of any U.S. federal, state, local and non-U.S. or other tax laws and any applicable income tax treaty.

PLAN OF DISTRIBUTION

We are registering the resale of shares of our common stock covered by this prospectus by the Selling Stockholders from time to time after the date of this prospectus. We will not receive any of the proceeds of any such resale of shares of our common stock. The aggregate proceeds to the Selling Stockholders from the resales of shares or our common stock will be the purchase price of the shares less any discounts and commissions.

The Selling Stockholders or their pledgees, donees, transferees or any of their successors in interest selling shares received from a named Selling Stockholder as a gift, partnership distribution or other non-sale-related transfer after the date of this prospectus (some or all of whom may be Selling Stockholders), may sell some or all of the shares of common stock covered by this prospectus from time to time on any stock exchange or automated interdealer quotation system on which the securities are listed or quoted, in the over-the-counter market, in privately negotiated transactions or otherwise, at fixed prices that may be changed, at market prices prevailing at the time of sale, at prices related to prevailing market prices, at prices determined at the time of sale, or at prices otherwise negotiated. The Selling Stockholders may sell the shares by one or more of the following methods, without limitation:

- one or more underwritten offerings on a firm commitment or best efforts basis;
- block trades in which the broker or dealer so engaged will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- crosses in which the same broker or dealer acts as an agent on both sides of the trades;
- purchases by a broker or dealer as principal and resale by the broker or dealer for its own account pursuant to this prospectus;
- an exchange distribution in accordance with the rules of any stock exchange on which the shares are listed;
- brokerage transactions and transactions in which the broker solicits purchases;
- privately negotiated transactions;
- short sales, either directly or with a broker-dealer or affiliate thereof;
- through the writing of options on the shares (including the issuance by the Selling Stockholder of derivative securities), whether or not the options are listed on an options exchange or otherwise;
- through loans or pledges of the shares to a broker-dealer or an affiliate thereof;
- by entering into transactions with third parties who may (or may cause others to) issue securities convertible or exchangeable into, or the return of which is derived in whole or in part from the value of, our common stock;
- through the distribution of the shares by any Selling Stockholder to its partners, members or stockholders;
- “at the market” to or through market makers or into an existing market for the securities;
- by pledge to secure debts and other obligations (including obligations associated with derivatives transactions);
- in other ways not involving market makers or established trading markets, including direct sales to purchasers or sales effected through agents;
- any combination of any of these methods of sale; and
- any other method permitted pursuant to applicable law.

We do not know of any arrangements by the Selling Stockholders for the sale of any of these shares. Upon our notification by a Selling Stockholder that any material arrangement has been entered into with an underwriter or broker-dealer for the sale of shares through a block trade, special offering, exchange distribution, secondary distribution or a purchase by an underwriter, dealer or agent, we will file a supplement to this prospectus, if required, pursuant to Rule 424(b) under the Securities Act, disclosing certain material information, including the number of shares being offered, the name or names of any underwriters, dealers or agents, any public offering price, any underwriting discounts and other items constituting compensation to underwriters, dealers or agents.

For example, the Selling Stockholders may engage brokers and dealers and any brokers or dealers may arrange for other brokers or dealers to participate in effecting sales of the shares. These brokers, dealers or underwriters may act as principals or as agents of a Selling Stockholder. Broker-dealers may agree with a Selling Stockholder to sell a specified number of the shares at a stipulated price per security. If the broker-dealer is unable to sell shares acting as agent for a Selling Stockholder, it may purchase as principal any unsold shares at the stipulated price. Broker-dealers who acquire shares as principals may thereafter resell the shares from time to time in transactions on any stock exchange or automated interdealer quotation system on which the shares are then listed, at prices and on terms then prevailing at the time of sale, at prices related to the then-current market price, at prices determined at the time of sale, or at prices otherwise negotiated. Broker-dealers may use block transactions and sales to and through broker-dealers, including crosses and other transactions of the nature described above.

From time to time, one or more of the Selling Stockholders may pledge, hypothecate or grant a security interest in some or all of the shares owned by them. The pledgees, secured parties or persons to whom the shares have been hypothecated will, upon foreclosure in the event of default, be deemed to be Selling Stockholders. As and when a Selling Stockholder takes such actions, the number of shares offered under this prospectus on behalf of such Selling Stockholder will decrease. The plan of distribution for such Selling Stockholder's shares will otherwise remain unchanged.

A Selling Stockholder may, from time to time, sell the shares short, and in those instances, this prospectus may be delivered in connection with the short sales and the shares offered under this prospectus may be used to cover short sales. A Selling Stockholder may enter into hedging transactions with broker-dealers and the broker-dealers may engage in short sales of the shares in the course of hedging the positions they assume with that Selling Stockholder, including, without limitation, in connection with distributions of the shares by those broker-dealers. A Selling Stockholder may enter into options or other transactions with broker-dealers that involve the delivery of the shares offered hereby to the broker-dealers, who may then resell or otherwise transfer those shares. A Selling Stockholder may also loan the shares offered hereby to a broker-dealer and the broker-dealer may sell the loaned shares pursuant to this prospectus.

A Selling Stockholder may enter into derivative transactions with third parties, or sell shares not covered by this prospectus to third parties in privately negotiated transactions. If the applicable prospectus supplement indicates, in connection with those derivatives, the third parties may sell shares covered by this prospectus and the applicable prospectus supplement, including in short sale transactions. If so, the third-party may use shares pledged by the Selling Stockholder or borrowed from the Selling Stockholder or others to settle those sales or to close out any related open borrowings of stock and may use shares received from the Selling Stockholder in settlement of those derivatives to close out any related open borrowings of stock. The third-party in such sale transactions will be an underwriter and, if not identified in this prospectus, will be identified in the applicable prospectus supplement (or a post-effective amendment to the registration statement of which this prospectus forms a part).

To the extent required under the Securities Act, the names of the Selling Stockholders, aggregate amount of Selling Stockholders' shares being offered and the terms of the offering, the names of any agents, dealers or underwriters and any applicable compensation with respect to a particular offer will be set forth in an accompanying prospectus supplement. Any underwriters, dealers or agents participating in the distribution of the shares may receive compensation in the form of underwriting discounts, concessions, commissions or fees from a Selling Stockholder and/or purchasers of Selling Stockholders' shares for whom they may act (which compensation as to a particular broker-dealer might be in excess of customary commissions). Pursuant to a FINRA requirement, the maximum commission or discount to be received by any FINRA member or independent broker-dealer may not be

greater than 8% of the gross proceeds received by the Selling Stockholders for the sale of any shares of common stock being offered by this prospectus and any applicable prospectus supplement.

The shares of common stock offered hereby were originally issued to the Selling Stockholders pursuant to an exemption from the registration requirements of the Securities Act. We agreed to register resales of such shares under the Securities Act and to keep the registration statement of which this prospectus is a part effective for a specified period of time. We have agreed to pay certain expenses in connection with certain resales of the shares registered pursuant to the registration statement of which this prospectus is a part, including the fees and expenses of one counsel retained by the Selling Stockholders. In addition, we have agreed to indemnify in certain circumstances certain of the Selling Stockholders against certain liabilities, including liabilities under the Securities Act. Certain of the Selling Stockholders have agreed to indemnify us in certain circumstances against certain liabilities, including liabilities under the Securities Act. We have also agreed to pay substantially all of the expenses incidental to the registration of resales of shares of our common stock, including the payment of federal securities law and state "blue sky" registration fees but excluding underwriting discounts and commissions relating to the sale of common stock. See "Certain Relationships and Related Party Transactions—Registration Rights Agreement and Stockholders Agreement."

We cannot assure you that the Selling Stockholders will sell all or any portion of the shares offered hereby. Further, we cannot assure you that any such Selling Stockholder will not transfer, devise or gift the common stock by other means not described in this prospectus. In addition, any common stock covered by this prospectus that qualifies for sale under Rule 144 or Regulation D of the Securities Act may be sold under Rule 144 or Regulation D, as applicable, rather than under this prospectus. The common stock covered by this prospectus may also be sold to non-U.S. persons outside the United States in accordance with Regulation S under the Securities Act rather than under this prospectus. The common stock may be resold in some states only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be resold unless it has been registered or qualified for resale or an exemption from registration or qualification is available and complied with.

LEGAL MATTERS

The validity of the shares of common stock offered by this prospectus will be passed upon for us by Kirkland & Ellis LLP, Houston, TX.

EXPERTS

The consolidated financial statements of Talen Energy Corporation (Successor) as of December 31, 2023 and for the period from May 18, 2023 through December 31, 2023 included in this prospectus have been so included in reliance on the report (which contains an explanatory paragraph relating to the Company's emergence from bankruptcy and adoption of fresh start accounting on May 17, 2023 as described in Note 3 in Notes to the Annual Financial Statements) of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of Talen Energy Supply, LLC (Predecessor) as of December 31, 2022, and for the period from January 1, 2023 through May 17, 2023 and for each of the two years in the period ended December 31, 2022 included in this prospectus have been so included in reliance on the report (which contains an explanatory paragraph relating to the Company's petition on May 9, 2022 with the United States Bankruptcy Court for the Southern District of Texas for reorganization under the provisions of Chapter 11 of the Bankruptcy Code, and emergence from bankruptcy and adoption of fresh start accounting on May 17, 2023 as described in Note 3 in Notes to the Annual Financial Statements) of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1, including exhibits and schedules, under the Securities Act, with respect to the shares of common stock being offered by this prospectus. This prospectus, which constitutes part of the registration statement, does not contain all of the information in the registration statement and its exhibits. For further information with respect to us and the common stock offered by this prospectus, we refer you to the registration statement and its exhibits. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference.

You can read our SEC filings, including the registration statement, over the internet at the SEC's website at www.sec.gov.

Upon the effectiveness of the registration statement of which this prospectus forms a part, we will be subject to the information reporting requirements of the Exchange Act, and we will file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available for inspection and copying at the website of the SEC referred to above. We also maintain a website at www.talenenergy.com, at which, following the effectiveness of the registration statement of which this prospectus forms a part, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on or accessible through our website is not a part of this prospectus and the inclusion of our website address in this prospectus is an inactive textual reference only.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

TALEN ENERGY CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)

(Millions of Dollars, except share data)	Successor Three Months Ended March 31, 2024	Predecessor Three Months Ended March 31, 2023
Capacity revenues	$ 45	$ 66
Energy and other revenues	572	862
Unrealized gain (loss) on derivative instruments	(108)	145
Operating Revenues	**509**	**1,073**
Energy Expenses		
Fuel and energy purchases	(150)	(107)
Nuclear fuel amortization	(35)	(24)
Unrealized gain (loss) on derivative instruments	(27)	(114)
Total Energy Expenses	**(212)**	**(245)**
Operating Expenses		
Operation, maintenance and development	(154)	(177)
General and administrative	(43)	(29)
Depreciation, amortization and accretion	(75)	(132)
Impairments	—	(365)
Other operating income (expense), net	—	(9)
Operating Income (Loss)	**25**	**116**
Nuclear decommissioning trust funds gain (loss), net	75	46
Interest expense and other finance charges	(59)	(104)
Reorganization income (expense), net	—	(39)
Gain (loss) on sale of assets, net	324	—
Other non-operating income (expense), net	23	41
Income (Loss) Before Income Taxes	**388**	**60**
Income tax benefit (expense)	(69)	(14)
Net Income (Loss)	**319**	**46**
Less: Net income (loss) attributable to noncontrolling interest	25	(2)
Net Income (Loss) Attributable to Stockholders (Successor) / Member (Predecessor)	**$ 294**	**$ 48**
Per Common Share (Successor)		
Net Income (Loss) Attributable to Stockholders - Basic	$ 5.00	N/A
Net Income (Loss) Attributable to Stockholders - Diluted	$ 4.84	N/A
Weighted-Average Number of Common Shares Outstanding - Basic (in thousands)	58,807	N/A
Weighted-Average Number of Common Shares Outstanding - Diluted (in thousands)	60,716	N/A

The accompanying Notes to the Interim Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (UNAUDITED)

(Millions of Dollars)	Successor Three Months Ended March 31, 2024	Predecessor Three Months Ended March 31, 2023
Net Income (Loss)	**$ 319**	**$ 46**
Other Comprehensive Income (Loss)		
Available-for-sale securities unrealized gain (loss), net	—	10
Income tax benefit (expense)	—	(4)
Gains (losses) arising during the period, net of tax	—	6
Available-for-sale securities unrealized (gain) loss, net	(7)	6
Qualifying derivatives unrealized (gain) loss, net	—	(1)
Postretirement benefit actuarial (gain) loss, net	—	1
Income tax (benefit) expense	3	(3)
Reclassifications from AOCI, net of tax	(4)	3
Total Other Comprehensive Income (Loss)	**(4)**	**9**
Comprehensive Income (Loss)	**315**	**55**
Less: Comprehensive income (loss) attributable to noncontrolling interest	25	(2)
Comprehensive Income (Loss) Attributable to Stockholders (Successor) / Member (Predecessor)	**$ 290**	**$ 57**

The accompanying Notes to the Interim Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

(Millions of Dollars, except share data)	Successor	
	March 31, 2024	December 31, 2023
Assets		
Cash and cash equivalents	$ 597	$ 400
Restricted cash and cash equivalents (Note 16)	483	501
Accounts receivable, net (Note 4)	126	137
Inventory, net (Note 6)	279	375
Derivative instruments (Notes 3 and 12)	14	89
Assets held for sale (Note 17)	215	—
Other current assets (Note 17)	383	52
Total current assets	**2,097**	**1,554**
Property, plant and equipment, net (Note 8)	3,359	3,839
Nuclear decommissioning trust funds (Notes 7 and 12)	1,642	1,575
Derivative instruments (Notes 3 and 12)	4	6
Other noncurrent assets	163	147
Total Assets	**$ 7,265**	**$ 7,121**
Liabilities and Equity		
Long-term debt, due within one year (Notes 11 and 12)	9	9
Accrued interest	61	32
Accounts payable and other accrued liabilities	177	344
Derivative instruments (Notes 3 and 12)	98	32
Liabilities held for sale (Note 17)	17	—
Other current liabilities	98	69
Total current liabilities	**460**	**486**
Long-term debt (Notes 11 and 12)	2,619	2,811
Derivative instruments (Notes 3 and 12)	4	11
Postretirement benefit obligations (Note 13)	367	368
Asset retirement obligations and accrued environmental costs (Note 9)	471	469
Deferred income taxes (Note 5)	460	407
Other noncurrent liabilities	118	35
Total Liabilities	**4,499**	**4,587**
Commitments and Contingencies (Note 10)		
Stockholders' Equity (Successor)		
Common stock ($0.001 par value, 350,000,000 shares authorized)[(a) (b)]	—	—
Treasury stock	(39)	—
Additional paid-in capital	2,339	2,346
Accumulated retained earnings (deficit)	428	134
Accumulated other comprehensive income (loss)	(27)	(23)
Total Stockholders' Equity (Successor)	**2,701**	**2,457**
Noncontrolling interests	**65**	**77**
Total Equity	**2,766**	**2,534**
Total Liabilities and Equity	**$ 7,265**	**$ 7,121**

(a) Shares as of March 31, 2024 (Successor) were: (i) 59,028,843 issued; (ii) 58,535,843 outstanding; and (iii) 493,000 held as treasury stock.
(b) As of December 31, 2023 (Successor): 59,028,843 shares issued and outstanding.

The accompanying Notes to the Interim Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

(Millions of Dollars)	Successor Three Months Ended March 31, 2024	Predecessor Three Months Ended March 31, 2023
Operating Activities		
Net income (loss)	$ 319	$ 46
Non-cash reconciliation adjustments:		
Unrealized (gains) losses on derivative instruments	128	(28)
(Gain) loss on Cumulus Data Center Campus sale	(324)	—
Nuclear fuel amortization	35	24
Depreciation, amortization and accretion	74	138
Impairments	—	365
Nuclear decommissioning trust funds (gain) loss, net (excluding interest and fees)	(64)	(37)
Deferred income taxes	57	—
Other	(42)	(22)
Changes in assets and liabilities:		
Accounts receivable, net	11	205
Inventory, net	89	(6)
Other assets	(1)	103
Accounts payable and accrued liabilities	(154)	(72)
Accrued interest	29	13
Other liabilities	16	15
Net cash provided by (used in) operating activities	**173**	**744**
Investing Activities		
Property, plant and equipment expenditures	(25)	(84)
Nuclear fuel expenditures	(41)	(46)
Nuclear decommissioning trust funds investment sale proceeds	553	598
Nuclear decommissioning trust funds investment purchases	(564)	(608)
Proceeds from Cumulus Data Center Campus Sale	339	—
Proceeds from the sale of non-core assets	1	29
Other investing activities	2	(7)
Net cash provided by (used in) investing activities	**265**	**(118)**

(Millions of Dollars)	Successor Three Months Ended March 31, 2024	Predecessor Three Months Ended March 31, 2023
Financing Activities		
LMBE-MC TLB payments	—	(7)
Cumulus Digital TLF payments	(182)	—
Share repurchases	(30)	—
Repurchase of noncontrolling interest	(39)	—
Derivatives with financing elements	—	(20)
Other	(8)	(1)
Net cash provided by (used in) financing activities	**(259)**	**(28)**
Net Increase (Decrease) in Cash and Cash Equivalents and Restricted Cash and Cash Equivalents	**179**	**598**
Beginning of period cash and cash equivalents and restricted cash and cash equivalents	901	988
End of period cash and cash equivalents and restricted cash and cash equivalents	**$ 1,080**	**$ 1,586**

See Note 16 for supplemental cash flow information.

The accompanying Notes to the Interim Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF EQUITY (UNAUDITED)

(Millions of Dollars, except share data)	Common stock shares [a]	Additional paid-in capital	Accumulated earnings (deficit)	AOCI	Treasury stock	Member's Equity	Non controlling Interest	Total Equity
December 31, 2022 (Predecessor)	**—**	**$ —**	**$ —**	**$ —**	**$ —**	**$ (573)**	**$ 91**	**$ (482)**
Net income (loss)	—	—	—	—	—	48	(2)	46
Other comprehensive income (loss)	—	—	—	—	—	9	—	9
Non-cash contributions [b]	—	—	—	—	—	—	38	38
Non-cash distributions, net [c]	—	—	—	—	—	—	(2)	(2)
March 31, 2023 (Predecessor)	**—**	**$ —**	**$ —**	**$ —**	**$ —**	**$ (516)**	**$ 125**	**$ (391)**
December 31, 2023 (Successor)	**59,029**	**$ 2,346**	**$ 134**	**$ (23)**	**$ —**	**$ —**	**$ 77**	**$ 2,534**
Net income (loss)	—	—	294	—	—	—	25	319
Other comprehensive income (loss)	—	—	—	(4)	—	—	—	(4)
Share repurchases	(493)	—	—	—	(39)	—	—	(39)
Purchase of noncontrolling interests [d]	—	(15)	—	—	—	—	(24)	(39)
Cash distribution [e]	—	—	—	—	—	—	(1)	(1)
Non-cash distributions [c]	—	—	—	—	—	—	(12)	(12)
Stock-based compensation	—	8	—	—	—	—	—	8
March 31, 2024 (Successor)	**58,536**	**$ 2,339**	**$ 428**	**$ (27)**	**$ (39)**	**$ —**	**$ 65**	**$ 2,766**

(a) Shares in thousands.
(b) Relates to contributions of cryptocurrency mining machines by TeraWulf to Nautilus.
(c) Relates primarily to distributions of cryptocurrency mining machines or Bitcoin to TeraWulf.
(d) TES acquisition of remaining noncontrolling interests in Cumulus Digital Holdings. See Note 17 for additional information.
(e) Distribution to noncontrolling interest owners of Cumulus Digital Holdings.

The accompanying Notes to the Interim Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

NOTES TO THE INTERIM FINANCIAL STATEMENTS

Capitalized terms and abbreviations appearing in these Notes to the Interim Financial Statements are defined in the glossary. Dollars are in millions, unless otherwise noted. References to the "Annual Financial Statements" are to the audited Talen Energy Corporation 2023 Annual Financial Statements and Notes thereto.

"TEC" refers to Talen Energy Corporation. "TES" refers to Talen Energy Supply, LLC. For periods after May 17, 2023, the terms "Talen," "Successor," the "Company," "we," "us" and "our" refer to TEC and its consolidated subsidiaries (including TES), unless the context clearly indicates otherwise. For periods on or before May 17, 2023, the terms "Talen," "Predecessor," the "Company," "we," "us" and "our" refer to TES and its consolidated subsidiaries, unless the context clearly indicates otherwise. See "Emergence from Restructuring, Fresh Start Accounting, and Reverse Acquisition" in Note 2 for information on an accounting reverse acquisition that occurred at Emergence.

This presentation has been applied where identification of 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 subsidiary is considered important to understanding the matter being disclosed, the specific entity's name is used. Each disclosure referring to a subsidiary also applies to TEC insofar as such subsidiary's financial information is included in TEC's consolidated financial information. TEC and each of its subsidiaries and affiliates are separate legal entities and, except by operation of law, are not liable for the debts or obligations of one another absent an express contractual undertaking to the contrary.

1. Organization and Operations

Talen owns and operates power infrastructure in the United States. We produce and sell electricity, capacity, and ancillary services into wholesale power markets in the United States primarily in PJM and WECC, with our generation fleet principally located in the Mid-Atlantic, Texas, and Montana. The majority of our generation is produced at zero-carbon nuclear and lower-carbon gas-fired facilities. Consistent with our risk management initiatives, we may execute physical and financial commodity transactions involving power, natural gas, nuclear fuel, oil and coal to economically hedge and optimize our generation fleet. As of March 31, 2024 (Successor), our generation capacity was 12,374 MW (summer rating). Talen is headquartered in Houston, Texas. See Note 17 for information on the recent sale of our generation assets in Texas.

2. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

Our Interim Financial Statements, which are prepared in accordance with GAAP, include: (i) the accounts of all controlled subsidiaries; (ii) elimination adjustments for intercompany transactions between controlled subsidiaries; (iii) any undivided interests in jointly owned facilities consolidated on a proportionate basis; and (iv) all adjustments considered necessary for a fair presentation of the information set forth. All adjustments are of a normal recurring nature except as otherwise disclosed. Certain information and note disclosures have been condensed or omitted from the Interim Financial Statements in accordance with GAAP. The Consolidated Balance Sheet as of December 31, 2023 (Successor) is derived from the 2023 Consolidated Balance Sheet in the Annual Financial Statements. The Interim Financial Statements and Notes thereto should be read in conjunction with the Annual Financial Statements and Notes thereto. The results of operations presented in our Interim Financial Statements are not necessarily indicative of the results to be expected for the full year or for other future periods because interim period results can be disproportionately influenced by operational developments, seasonality, and other various factors.

Assets Held for Sale. In March 2024, the Company entered into an agreement to sell its Texas generation assets located within the ERCOT market. The assets and liabilities associated with the sale are presented as 'held for sale' on the Consolidated Balance Sheet as of March 31, 2024 (Successor). The sale closed on May 1, 2024. See Note 17 for additional information.

Emergence from Restructuring, Fresh Start Accounting, and Reverse Acquisition. In May 2022, TES and 71 of its subsidiaries filed voluntary petitions seeking relief under Chapter 11 of the U.S. Bankruptcy Code. In December 2022, TEC became an additional debtor in the Restructuring in order to facilitate certain transactions contemplated by the Plan of Reorganization. The Plan of Reorganization was approved by the requisite parties in November 2022, was confirmed by the Bankruptcy Court in December 2022, and was consummated and became effective in May 2023, when TEC, TES and the other debtors emerged from the Restructuring.

Upon commencement of the Restructuring, TES was deconsolidated from TEC for financial reporting purposes because TEC no longer controlled TES. TEC regained control of TES at Emergence, which resulted in TEC's reconsolidation of TES. The combination was accounted for as a reverse acquisition in which TEC was the legal acquirer and TES was the accounting acquirer. Accordingly, our Interim Financial Statements are issued under the name of TEC, the legal parent of TES and accounting acquiree, but represent the continuation of the financial statements of TES, the accounting acquirer.

After Emergence, TES applied fresh start accounting, which resulted in a new basis of accounting as the Company became a new financial reporting entity. As a result of the application of fresh start accounting and the implementation of the Plan of Reorganization, our financial position and results of operations beginning after Emergence are not comparable to our financial position or results of operations prior to that date. The financial results are presented for: (i) the Predecessor period from January 1 through March 31, 2023; and (ii) the Successor period from January 1 through March 31, 2024. The Interim Financial Statements and Notes thereto have been presented with a black line division to delineate the lack of comparability between the Predecessor and Successor.

See Notes 2, 3, and 4 in Notes to the Annual Financial Statements for additional information on the reverse acquisition, the legal structure of the Restructuring transactions, and the impacts of fresh start accounting.

Summary of Significant Accounting Policies

Reclassifications. Certain amounts in the prior period financial statements were reclassified to conform to the current period's presentation. The reclassifications did not affect operating income, net income, total assets, total liabilities, net equity or cash flows.

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.

Treasury Stock. Share repurchases are accounted for under the cost method, which recognizes the entire cost of the acquired stock, including transaction costs, as a reduction in additional paid-in-capital and are presented as "Treasury stock" on the Consolidated Balance Sheets. Share repurchases made by third party brokers on our behalf are recognized on a trade date basis when we are contractually obligated to pay the broker for their purchase costs.

Nuclear PTCs. The Nuclear PTC program provides qualified nuclear power generation facilities with transferable credits for electricity produced and sold to an unrelated party during each tax year. These credits, which are accounted for by analogy to income-based grants under international accounting standards for government grants and disclosure of government assistance, are recognized when there is reasonable assurance that the Company will comply with the applicable conditions and that the credit will be received, which is generally over the period of production. As the credits that are generated each tax year are based on annual gross receipts and production volumes, the measurement of the credit value is estimated at each period until the final value can be determined at the end of the year, which may be different than the estimated amount. The credit value includes a five-times multiplier (up to $15 per MWh) for meeting prevailing wage requirements. Accordingly, Nuclear PTCs are recognized based on production volumes generated during the period and measured at the credit value for the tax year. See Note 4 for amounts recognized, which are presented as "Energy and other revenues" on the Consolidated Statements of Operations and "Other current assets" on the Consolidated Balance Sheets. Credits that are utilized to reduce federal income taxes payable are presented as a reduction of "Other current liabilities" on the Consolidated Balance Sheets. There have been no transfers of Nuclear PTCs to third parties during the first quarter 2024. Additional guidance expected to be issued from the U.S. Treasury and IRS may impact the credit value received.

See Note 2 in Notes to the Annual Financial Statements for additional information on significant accounting policies.

3. Risk Management, Derivative Instruments and Hedging Activities

Risk Management Objectives

We are exposed to risks arising from our business, including but not limited to market and commodity price risk, credit and liquidity risk and interest rate risk. The hedging and optimization strategies deployed by our commercial organization manage and (or) balance these risks within a structured risk management program in order to minimize near-term future cash flow volatility. Our risk management committee, comprised of certain senior management members across the organization, oversees the management of these risks in accordance with our risk policy. In turn, the risk management committee is overseen by the risk committee of the Board of Directors.

The Board of Directors (including the risk committee) and management have established procedures to monitor, measure and manage hedging activities and credit risk in accordance with the risk policy.

Key risk control activities, which are designed to ensure compliance with the risk policy include, among other activities, credit review and approval, validation of transactions and market prices, verification of risk and transaction limits, portfolio stress tests, analysis and monitoring of margin at risk and daily portfolio reporting.

Market and Commodity Price Risk. Volatility in the wholesale power generation markets provides uncertainty in the future performance and cash flows of the business. The price risk Talen is exposed to includes the price variability associated with future sales and (or) purchases of power, natural gas, coal, uranium, oil products, environmental products and other energy commodities in competitive wholesale markets. Several factors influence price volatility, including: seasonal changes in demand; weather conditions; available regional load-serving supply; regional transportation and (or) transmission availability; market liquidity; and federal, regional and state regulations.Within the parameters of our risk policy, we generally utilize conventional first lien, exchange-traded and over-the-counter traded derivative instruments, and in certain instances, structured products, to economically hedge the commodity price risk of the forecasted future sales and purchases of commodities associated with our generation portfolio.

Open commodity purchase (sales) derivatives as of March 31, 2024 (Successor) range in maturity through 2026. The net notional volumes of open commodity derivatives were:

	Successor	
	March 31, 2024 [(a)]	December 31, 2023 [(a)]
Power (MWh)	(28,145,612)	(27,557,871)
Natural gas (MMBtu)	45,959,800	8,314,060
Emission allowances (tons)	—	500,000

(a) The volumes may be less than the contractual volumes, as the probability that option contracts will be exercised is considered in the volumes displayed.

Interest Rate Risk. Talen is exposed to interest rate risk from the possibility that changes in interest rates will affect future cash flows associated with existing floating rate debt issuances. To reduce interest rate risk, derivative instruments are utilized to economically hedge the interest rates for a predetermined contractual notional amount, which results in a cash settlement between counterparties. To the extent possible, first lien interest rate fixed-for-floating swaps are utilized to hedge this risk.

Open interest rate derivatives as of March 31, 2024 (Successor) range in maturity dates through 2026. The net notional volumes of open interest rate derivatives were:

	Successor	
	March 31, 2024	December 31, 2023
Interest rate (in millions)[(a)]	$ 290	$ 290

(a) Value as of March 31, 2024 (Successor) and December 31, 2023 (Successor) relates to interest rate derivatives for the TLB indebtedness.

Credit Risk. Credit risk, which is the risk of financial loss if a customer, counterparty or financial institution is unable to perform or pay amounts due, is applicable to cash and cash equivalents, restricted cash and cash equivalents, derivative instruments and accounts receivable. The maximum amount of credit exposure associated with financial assets is equal to the carrying value. Credit risk, which cannot be completely eliminated, is managed through a number of practices such as ongoing reviews of counterparty creditworthiness, prepayment, inclusion of termination rights in contracts which are triggered by certain events of default and executing master netting arrangements which permit amounts between parties to be offset. Additionally, credit enhancements such as cash deposits, letters of credit and credit insurance may be employed to mitigate credit risk.

Cash and cash equivalents are placed in depository accounts or high-quality short-term investments with major international banks and financial institutions. Individual counterparty exposure from over-the-counter derivative instruments is managed within predetermined credit limits and includes the use of master netting arrangements and cash-call margins, when appropriate, to reduce credit risk. Exchange-traded commodity contracts, which are executed through futures commission merchants, have minimal credit risk because they are subject to mandatory margin requirements and are cleared with an exchange. However, Talen is exposed to the credit risk of the futures commission merchants arising from daily variation margin cash calls. Restricted cash and cash equivalents deposited to meet initial margin requirements are held by futures commission merchants in segregated accounts for the benefit of Talen.

Outstanding accounts receivable include those from sales of capacity, generated electricity and ancillary services through contracts directly with ISOs and RTOs and realized settlements of physical and financial derivative instruments with commodity marketers. Additionally, Talen carries accounts receivable due from joint owners for their portion of operating and capital costs for certain jointly owned facilities that are operated by the Company. The majority of outstanding receivables, which are continually monitored, have customary payment terms. The allowance for doubtful accounts was a non-material amount as of March 31, 2024 (Successor) and December 31, 2023 (Successor).

As of March 31, 2024 (Successor), Talen's aggregate credit exposure, which excludes the effects of netting arrangements, cash collateral, letters of credit and any allowances for doubtful collections, was $299 million and its credit exposure net of such effects was $66 million. Excluding ISO and RTO counterparties, whose accounts receivable settlements are subject to applicable market controls, the ten largest single net credit exposures account for approximately 68% of Talen's total net credit exposure, which are primarily with entities assigned investment grade credit ratings.

Certain derivative instruments contain credit risk-related contingent features, which may require us to provide cash collateral, letters of credit or guarantees from a creditworthy entity if the fair value of a liability eclipses a certain threshold or upon a decline in our credit rating. The fair values of derivative instruments in a net liability position, and that contain credit risk-related contingent features, were non-material as of March 31, 2024 (Successor) and December 31, 2023 (Successor).

Derivative Instrument Presentation

Balance Sheet Presentation. The fair value of derivative instruments presented within assets and liabilities on the Consolidated Balance Sheets were:

	Successor			
	March 31, 2024		December 31, 2023	
	Assets	Liabilities	Assets	Liabilities
Commodity contracts [(a)]	$ 15	$ 98	$ 88	$ 32
Interest rate contracts	2	—	1	—
Total current derivative instruments	**17**	**98**	**89**	**32**
Commodity contracts	4	3	6	5
Interest rate contracts	—	1	—	6
Total non-current derivative instruments	**$ 4**	**$ 4**	**$ 6**	**$ 11**

(a) As of March 31, 2024 (Successor), commodity contracts assets include $3 million presented as "Assets held for sale" on the Consolidated Balance Sheets. See Note 17 for additional information on the ERCOT divestiture.

All commodity and interest rate derivatives are economic hedges where the changes in fair value are presented immediately in income as unrealized gains and losses. Changes in the fair value and realized settlements on commodity derivative instruments are presented as separate components of "Energy revenues" and "Fuel and energy purchases" on the Consolidated Statements of Operations. See Note 12 for additional information on fair value.

Effect of Netting. Generally, the right of setoff within master netting arrangements permits the fair value of derivative assets to be offset with derivative liabilities. As an election, derivative assets and derivative liabilities are presented on the Consolidated Balance Sheets with the effect of such permitted netting as of March 31, 2024 (Successor) and December 31, 2023 (Successor).

The net amounts of "Derivative instruments" presented as assets and liabilities on the Consolidated Balance Sheets considering the effect of permitted netting and where cash collateral is pledged in accordance with the underlying agreement were:

	Gross Derivative Instruments	Eligible for Offset	Net Derivative Instruments	Collateral (Posted) Received	Net Amounts
March 31, 2024 (Successor)					
Assets [(a)]	$ 172	$ (151)	$ 21	$ —	$ 21
Liabilities	305	(151)	154	(52)	102
December 31, 2023 (Successor)					
Assets	295	(198)	97	(2)	95
Liabilities	300	(198)	102	(59)	43

(a) Commodity contracts assets include $3 million of ERCOT positions that are presented as "Assets held for sale" on the Consolidated Balance Sheets. See Note 17 for additional information on the ERCOT divestiture.

Statements of Operations Presentation. The location and pre-tax effect of "Derivative instruments" presented on the Consolidated Statements of Operations for the three months ended March 31 were:

	Successor	Predecessor
	2024	2023
Realized gain (loss) on commodity contracts		
Energy revenues [(a)]	$ 158	$ 579
Fuel and energy purchases [(a)]	1	(21)
Unrealized gain (loss) on commodity contracts		
Operating revenues [(b)]	(108)	145
Energy expenses [(b)]	(27)	(114)
Realized and unrealized gain (loss) on interest rate contracts		
Interest expense and other finance charges	7	—

(a) Does not include those derivative instruments that settle through physical delivery.
(b) Presented as "Unrealized gain (loss) on derivative instruments" on the Consolidated Statements of Operations.

4. Revenue

The disaggregation of our operating revenues for the three months ended March 31 were:

	Successor	Predecessor
	2024	2023
Capacity revenues	$ 45	$ 66
Electricity sales and ancillary services, ISO/RTO	265	196
Physical electricity sales, bilateral contracts, other	64	49
Other revenue from customers	42	9
Total revenue from contracts with customers	**416**	**320**
Realized and unrealized gain (loss) on derivative instruments	57	753
Nuclear PTC and other revenue [(a)]	36	—
Operating revenues	**$ 509**	**$ 1,073**

(a) See Note 5 for the tax impact of the Nuclear PTC.

Accounts Receivable

"Accounts receivable, net" presented on the Consolidated Balance Sheets were:

	Successor	
	March 31, 2024	December 31, 2023
Customer accounts receivable	$ 45	$ 52
Other accounts receivable	81	85
Accounts receivable, net	**$ 126**	**$ 137**

During the three months ended March 31, 2024 (Successor) and 2023 (Predecessor), there were no significant changes in accounts receivable other than normal receivable recognition and collection transactions. See Note 3 for additional information on Talen's credit risk on the carrying value of its receivables.

Deferred Revenue

Deferred revenues that were: (i) presented as a liability on the Consolidated Balance Sheets as of March 31, 2024 (Successor) and December 31, 2023 (Successor); or (ii) recognized as revenue on the Consolidated Statements of Operations were not material for the three months ended March 31, 2024 (Successor) and 2023 (Predecessor).

Future Performance Obligations

In the normal course of business, Talen has future performance obligations for capacity sales awarded through market-based capacity auctions and (or) for capacity sales under bilateral contractual arrangements.

As of March 31, 2024 (Successor), the expected future period capacity revenues subject to unsatisfied or partially unsatisfied performance obligations were:

	2024 [a]	2025	2026	2027	2028
Expected capacity revenues	$ 146	$ 84	$ 3	$ 3	$ 1

(a) For the period from April 1, 2024 through December 31, 2024.

The PJM capacity auctions for the 2025/2026 PJM Capacity Year and for any years thereafter have not yet been held. See Note 10 for additional information on the PJM RPM and auctions.

5. Income Taxes

Effective Tax Rate Reconciliations

The reconciliations of the effective tax rate for the three months ended March 31 were:

	Successor	Predecessor
	2024	2023
Income (loss) before income taxes	$ 388	$ 60
Income tax benefit (expense)	(69)	(14)
Effective tax rate	**17.8 %**	**23.3%**
Federal income tax statutory tax rate	21%	21%
Income tax benefit (expense) computed at the federal income tax statutory tax rate	$ (82)	$ (13)
Income tax increase (decrease) due to:		
State income taxes, net of federal benefit	(11)	(2)
Change in valuation allowance	20	13
Production tax credits	8	—
Other permanent differences	7	—
Nuclear decommissioning trust taxes	(11)	(9)
Transaction costs	—	(5)
Reorganization adjustments	—	2
Income tax benefit (expense)	**$ (69)**	**$ (14)**

The effective tax rate for the three months ended March 31, 2024 (Successor) and 2023 (Predecessor) differed from the statutory rate primarily due to the change in valuation allowance, additional 20% trust tax on NDT income, and permanent differences including production tax credits.

6. Inventory

	Successor	
	March 31, 2024	December 31, 2023
Coal	$ 131	$ 152
Oil products	67	75
Fuel inventory for electric generation	**198**	**227**
Materials and supplies, net	72	72
Environmental products	9	76
Inventory, net [(a)]	**$ 279**	**$ 375**

(a) As of March 31, 2024 (Successor), $7 million of inventory is presented as “Assets held for sale” on the Consolidated Balance Sheet.

Inventory net realizable value and obsolescence charges on coal and fuel oil inventories are presented as "Other operating income (expense), net" on the Consolidated Statements of Operations. Such non-cash charges were non-material for the three months ended March 31, 2024 (Successor) and were $13 million for the three months ended March 31, 2023 (Predecessor).

Inventory net realizable value and obsolescence charges on materials and supplies inventories are presented as "Operation and maintenance" on the Consolidated Statements of Operations. Such non-cash charges were non-material for the three months ended March 31, 2024 (Successor) and were $11 million for the three months ended March 31, 2023 (Predecessor).

Of the above charges incurred during the three months ended March 31, 2023 (Predecessor), $18 million related to Brandon Shores inventories. See Note 8 for additional information on the Brandon Shores recoverability assessment.

7. Nuclear Decommissioning Trust Funds

	Successor							
	March 31, 2024				December 31, 2023			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Cash equivalents	$ 15	$ —	$ —	$ 15	$ 9	$ —	$ —	$ 9
Equity securities	498	618	55	1,061	491	575	53	1,013
Debt securities	573	4	3	574	570	10	1	579
Receivables (payables), net	(8)	—	—	(8)	(26)	—	—	(26)
NDT funds	**$ 1,078**	**$ 622**	**$ 58**	**$ 1,642**	**$ 1,044**	**$ 585**	**$ 54**	**$ 1,575**

See Note 12 for additional information on the NDT fair value. There were no available-for-sale debt securities with credit losses as of March 31, 2024 (Successor) and December 31, 2023 (Successor).

As of March 31, 2024 (Successor), there was no intent to sell available-for-sale debt securities with unrealized losses, and it is not more likely than not that each of these investments will be required to be sold before the recovery of its amortized cost. The aggregate related fair value of available-for-sale debt securities with unrealized losses as of March 31, 2024 (Successor) were:

	Fair Value	Unrealized Losses
U.S. Government debt securities	$ 204	$ (3)

There were securities in an unrealized loss position for a duration of one year or longer. As of March 31, 2024 (Successor), the aggregate fair value of these securities was $39 million, and the unrealized losses were non-material.

The contractual maturities for available-for-sale debt securities presented on the Consolidated Balance Sheets were:

	Successor	
	March 31, 2024	December 31, 2023
Maturities within one year	$ 48	$ 105
Maturities within two to five years	217	194
Maturities thereafter	309	280
Debt securities, fair value	**$ 574**	**$ 579**

The sales proceeds, gains, and losses for available-for-sale debt securities for the three months ended March 31 were:

	Successor	Predecessor
	2024	2023
Sales proceeds of nuclear decommissioning trust funds investments[(a)]	$ 499	$ 596
Gross realized gains	3	5
Gross realized losses	(3)	(10)

(a) Sales proceeds are used to pay income taxes and trust management fees. Remaining proceeds are reinvested in the trust.

8. Property, Plant and Equipment

		Successor					
		March 31, 2024			December 31, 2023		
	Estimated Useful Life (years)	Gross Value	Accumulated Provision	Carrying Value	Gross Value	Accumulated Provision	Carrying Value
Electric generation	3-27	$ 2,998	$ (152)	$ 2,846	$ 3,178	$ (109)	$ 3,069
Nuclear fuel	1-6	314	(79)	235	228	(55)	173
Other property and equipment	1-20	141	(23)	118	357	(21)	336
Intangible assets	2-26	69	(14)	55	1	—	1
Capitalized software	1-5	6	(2)	4	6	(1)	5
Construction work in progress		101	—	101	255	—	255
Property, plant and equipment, net[(a)]		**$ 3,629**	**$ (270)**	**$ 3,359**	**$ 4,025**	**$ (186)**	**$ 3,839**

(a) As of March 31, 2024, $202 million of property, plant and equipment, net is presented as "Assets held for sale" on the Consolidated Balance Sheet. See Note 17 for additional information on the ERCOT divestiture.

The components of "Depreciation, amortization and accretion" presented on the Consolidated Statements of Operations for the three months ended March 31 were:

	Successor	Predecessor
	2024	2023
Depreciation expense [(a)]	$ 60	$ 115
Amortization expense [(b)]	2	3
Accretion expense [(c)]	13	15
Other	—	(1)
Depreciation, amortization, and accretion	**$ 75**	**$ 132**

(a) Electric generation and other property and equipment.
(b) Intangible assets and capitalized software.
(c) ARO and accrued environmental cost accretion. See Note 9 for additional information.

The cost of nuclear fuel is presented as "Nuclear fuel amortization" on the Consolidated Statements of Operations.

Reliability Impact Assessments

Brandon Shores Reliability Impact Assessment. In April 2023, Talen notified PJM that it intends to deactivate electric generation at Brandon Shores on June 1, 2025. In June 2023, PJM notified Brandon Shores that its generation units were needed for reliability. In April 2024, Brandon Shores filed a cost-of-service rate schedule at FERC for the continued Reliability-Must-Run operation and provision of service from units 1 and 2 at the generation facility. The filed rate schedule sets forth the terms, conditions, and cost-based rates under which Brandon Shores will agree to continue to operate the generation units for reliability purposes from June 1, 2025 through December 31, 2028. No assurance can be provided when, if at all, FERC will approve the filing.

H.A. Wagner Reliability Impact Assessment. In October 2023, Talen notified PJM that it intends to deactivate electric generation at H.A. Wagner on June 1, 2025. In January 2024, PJM notified H.A. Wagner that its generation units were needed for reliability. In April 2024, H.A. Wagner filed a cost-of-service rate schedule at FERC for the continued Reliability-Must-Run operation and provision of service from units 3 and 4 at the generation facility. The filed rate schedule sets forth the terms, conditions, and cost-based rates under which Wagner will agree to continue to operate the generation units for reliability purposes from June 1, 2025 through December 31, 2028. No assurance can be provided when, if at all, FERC will approve the filing.

2023 Impairment

Brandon Shores Asset Group. Brandon Shores is required by contract and permit to cease coal combustion by December 31, 2025. In the first quarter 2023, Talen canceled its plan to convert Brandon Shores to an oil combustion facility due to an increase in expected conversion costs. This decision triggered a recoverability assessment of the carrying value of the Brandon Shores asset group.

The recoverability analysis indicated that the Brandon Shores asset group carrying value exceeded its future estimated undiscounted cash flows, which required an impairment charge to amend the asset group's carrying value of its property, plant and equipment to its estimated fair value. Accordingly, for the three months ended March 31, 2023 (Predecessor), a $361 million non-cash pre-tax impairment charge on the asset group's undepreciated property, plant and equipment is presented as "Impairments" on the Consolidated Statements of Operations.

9. Asset Retirement Obligations and Accrued Environmental Costs

	Successor	
	March 31, 2024	December 31, 2023
Asset retirement obligations	$ 474	$ 464
Accrued environmental costs	23	23
Total asset retirement obligations and accrued environmental costs	**497**	**487**
Less: asset retirement obligations and accrued environmental costs due within one year[(a)]	26	18
Asset retirement obligations and accrued environmental costs due after one year	**$ 471**	**$ 469**

(a) Presented as "Other current liabilities" on the Consolidated Statements of Operations.

Asset Retirement Obligations

The changes of the ARO carrying value during the three months ended were:

	Successor
	March 31, 2024
Carrying value, beginning of period	**$ 464**
Obligations settled	(3)
Accretion expense	13
Carrying value, end of period	**$ 474**

Supplemental information for the ARO:

	Successor	
	March 31, 2024	December 31, 2023
Supplemental Information		
Nuclear [(a)]	$ 221	$ 214
Non-Nuclear [(b)]	253	250
Carrying value	**$ 474**	**$ 464**

(a) Obligations are expected to be settled with available funds in the NDT at the time of decommissioning.
(b) Certain obligations are: (i) partially supported by surety bonds, some of which have been collateralized with cash and (or) LCs; or (ii) partially prefunded under phased installment agreements.

See Note 12 for additional information on Susquehanna's NDT.

See "Talen Montana Financial Assurance" in Note 10 for additional information on Talen Montana's requirement to provide financial assurance related to certain environmental decommissioning and remediation liabilities related to the Colstrip Units.

10. Commitments and Contingencies

Legal Matters

Talen is involved in certain legal proceedings, claims and litigation. While we believe that we have meritorious positions and will continue to defend our positions vigorously in these matters, we may not be successful in our efforts. If an unfavorable outcome is probable and can be reasonably estimated, a liability is recognized. In the event of an unfavorable outcome, the liability may be in excess of amounts currently accrued. Because of the inherently unpredictable nature of legal proceedings and the wide range of potential outcomes for any such matter, no estimate of the possible losses in excess of amounts accrued, if any, can be made at this time regarding the matters specifically described below. As a result, additional losses actually incurred in excess of amounts accrued could be substantial.

Pending Legal Matters

Montana Hydroelectric Litigation. Talen Montana is a defendant in litigation in the U.S. District Court for the District of Montana relating to its past ownership and operation of hydroelectric generation facilities in Montana, which were sold to NorthWestern in November 2014 (the "Montana Hydroelectric Sale"). In connection with the sale, Talen Montana agreed to retain liability with respect to this litigation, if any, attributable to time periods prior to closing of the sale.

The lawsuit was originally filed in 2003 and alleges that the streambeds underlying the facilities are owned by the State of Montana (the "State"), and that Talen Montana owes the State compensation for the use of the streambeds. In August 2023, the court held in favor of Talen Montana with respect to streambed segments underlying six of the seven facilities. Regarding the one streambed segment that the court found belongs to the State, the court stated that Talen Montana and NorthWestern will be required to compensate the State for past, present and future use. The State has appealed this holding to the U.S. Court of Appeals for the Ninth Circuit. Damages and defenses related to this proceeding will be addressed in a future adjudication. Nonetheless, because Talen Montana's liability on all claims asserted by the State was discharged under the Plan of Reorganization, Talen Montana does not expect any further liability from this matter.

ERCOT Weather Event Lawsuits. Beginning in March 2021, the former Talen subsidiaries that at the time owned the Barney Davis, Nueces Bay and Laredo generation facilities were sued in multiple Texas courts along with many other market participants in ERCOT. See Note 17 for information on Talen's sale of ERCOT generation assets. The lawsuits were consolidated into a multi-district litigation pre-trial court ("MDL"). In these suits, the plaintiffs allege, among other things, that they suffered loss of life, personal injury and/or property damage due to the defendants' failure to properly prepare their facilities to withstand extreme winter weather and other operational failures during Winter Storm Uri in February 2021. Numerous insurance company plaintiffs also seek to recover payments to policyholders for damage to residential and commercial properties caused by the storm. The plaintiffs seek unspecified compensatory, punitive and other damages. In January 2023, the MDL court denied a motion to dismiss filed by the generation defendants. The generation defendants sought appellant review of the decision, and, in December 2023, the Texas First Court of Appeals granted the generation defendants' request for mandamus relief and ordered dismissal of the claims against the generation defendants. Plaintiffs have filed a motion seeking rehearing *en banc* with the First Court of Appeals. If unsuccessful, plaintiffs are expected to petition the Texas Supreme Court to review the decision. Plaintiffs asserting prepetition Winter Storm Uri claims are limited to recovering any damages solely from the Talen defendants' insurers pursuant to the Plan of Reorganization. Certain plaintiffs filed lawsuits asserting Winter Storm Uri claims after commencement of the Restructuring. If any of these post-commencement plaintiffs did not receive effective notice of the Restructuring under applicable bankruptcy law, they may not be subject to the terms of the Plan of Reorganization. Talen cannot predict the outcome of this matter for any such claims or its effect on Talen, which has retained these potential liabilities.

In June 2021, TEC intervened in five cases in which certain market participants are challenging the validity of two PUCT orders directing ERCOT to ensure energy prices were at their maximum of $9,000 per MWh during Winter Storm Uri. One case has since been dismissed, one case is pending in the Texas Third Court of Appeals and two cases are pending in State District Court in Travis County, Texas. In March 2023, the Third Court of Appeals issued an opinion in *Luminant v. PUCT* that, in part, reversed and remanded the PUCT orders directing ERCOT to ensure prices were at their maximum of $9,000 per MWh during Winter Storm Uri. The PUCT (along with TEC and others) filed petitions for review with the Texas Supreme Court, which were granted in September 2023. Talen cannot predict the timing or outcome of these cases or their ultimate effect on the PUCT's orders during Winter Storm Uri; however, changes in one or more of the PUCT's orders could have a material adverse effect on Talen's results of operations and liquidity.

Pension Litigation. In November 2020, four former Talen employees filed a lawsuit in the U.S. District Court for the Eastern District of Pennsylvania against TES, TEC, the TERP, the TERP committee, and (as amended) ten former retirement plan committee members alleging that they are owed enhanced benefits under the TERP. In September 2023, the parties reached a tentative agreement to settle all claims on a class-wide basis, inclusive of attorneys' fees, in exchange for $20 million, subject to negotiation of mutually acceptable definitive agreements and court approval of the final settlement. In February 2024, the parties agreed upon the definitive settlement documentation, and on June 3, 2024, the settlement was approved and will become final in July 2024 subject to appeal (if any).

We expect a portion of the settlement to be paid by the TERP with the remainder paid by the Company, net of expected insurance recoveries. The amount paid by the TERP will be the full amount of the settlement less any attorneys' fee award approved by the court and certain expenses associated with implementing the settlement. TES, at its discretion, may elect to fund a contribution into the TERP to cover settlement payments paid by the TERP. If the settlement is not consummated and the plaintiffs subsequently prevail on their claims, a material adverse judgment could have an adverse effect on the TERP's assets as well as Talen's results of operations and liquidity. No assurance can be provided that the final settlement agreement will be consummated as expected or if at all. Accordingly, we cannot predict the outcome of this matter or its effect on Talen if the settlement is not consummated as expected or if the matter is litigated to conclusion. As of March 31, 2024, the settlement amounts agreed to by the parties and expected insurance recoveries are presented on the Consolidated Balance Sheets.

Railroad Surcharge Litigation. In September 2019, TES and certain of its subsidiaries filed suit in the U.S. District Court for the Southern District of Texas, alleging that the four major railroads in the United States violated U.S. antitrust laws by conspiring during the periods from July 2003 through December 2008 to use fuel surcharges as a means to raise price for rail freight shipments. Numerous other plaintiff shippers in various jurisdictions throughout the United States have filed similar lawsuits. The Talen plaintiffs claim that they paid higher rail freight shipment rates than they otherwise would have paid absent the alleged conspiracy and seek treble damages under the antitrust laws. The litigation has been consolidated in the District Court for the District of Columbia with similar lawsuits under the multi-district litigation rules. At this time, Talen cannot predict the outcome of this matter.

Resolved Legal Matters

See the Annual Financial Statements for resolved legal matters.

Regulatory Matters

Talen is subject to regulation by federal and state agencies and other bodies that exercise regulatory authority in the various regions where we conduct business, including but not limited to: FERC; the Department of Energy; Federal Communications Commission; NRC; NERC; public utility commissions in various states in which we conduct business; and RTOs and ISOs in the regions in which we conduct business. Talen is party to proceedings before such agencies arising in the ordinary course of business and has other regulatory exposure due to new or amended regulations promulgated by such agencies from time to time. While the outcome of these regulatory matters and proceedings is uncertain, the likely results are not expected, either individually or in the aggregate, to have a material adverse effect on our financial condition or results of operations, although the effect could be material to our results of operations in any interim reporting period.

PJM MOPR. In July 2021, PJM filed proposed tariff language to significantly reduce the application of the existing PJM MOPR by applying it only when the state requires an entity to act in a certain manner in the capacity market in exchange for receiving a subsidy. FERC did not act on PJM's July 2021 filing, and the PJM MOPR tariff language went into effect in September 2021. In December 2023, the U.S. Court of Appeals for the Third Circuit denied the petitions for review of the MOPR tariff language. On March 28, 2024, the Public Utilities Commission of Ohio filed at the U.S. Supreme Court a petition for certiorari asking the Court to review the December 2023 order of the Third Circuit. The final impacts on Talen's financial condition, results of operations and liquidity are not known at this time.

PJM Market Seller Offer Cap. In March 2021, FERC responded to complaints filed by the PJM IMM on behalf of PJM and various consumer advocates alleging that the PJM MSOC was above a competitive offer level and was, therefore, unjust and unreasonable. In September 2021, FERC issued an order requiring the PJM ACR for each generator to be determined administratively by the PJM IMM. In August 2023, the U.S. Court of Appeals for the District of Columbia Circuit denied petitions by Talen and others for review of FERC's order. On January 12, 2024, the Electric Power Supply Association filed at the U.S. Supreme Court a petition for certiorari asking the Court to review the August 2023 order of the D.C. Circuit. The final impacts of this order on Talen's financial condition, results of operations and liquidity are not known at this time.

PJM Capacity Market Reform. In February 2023, the PJM Board directed PJM and its stakeholders to resolve: (i) key issues that address the energy transition taking place in PJM; and (ii) issues observed from Winter Storm Elliott. The PJM Board directive included reliability risks, risk drivers and resource availability. The stakeholder process is referred to as Critical Issue Fast Path ("CIFP") on resource adequacy. On October 13, 2023, PJM made two filings at FERC regarding certain capacity market reforms developed through the CIFP process. On January 30, 2024, FERC accepted one of PJM's filings, subject to the condition that PJM submit a compliance filing within 30 days. However, in February 2024, FERC rejected the second of PJM's capacity market reform filings and approved a request from PJM for a 35-day delay of Base Rate Auction. PJM has indicated that it plans to open the Base Residual Auction for the 2025/2026 Delivery on July 17, 2024. At this time, Talen cannot fully predict the impacts of PJM's reforms on its operations and liquidity.

In June 2023, FERC accepted a request by PJM to delay certain PJM Base Residual Auctions in order to propose additional changes to the PJM RPM. The delay schedules the PJM Base Residual Auctions for 2026/2027 in December 2024, for 2027/2028 in June 2025, and for 2028/2029 in December 2025. Although PJM has established dates for the next four auctions, there is no guarantee that the auctions will take place on those dates or at all. Depending on the ultimate outcome of matters related to PJM's capacity auctions, capacity revenues in PJM could be affected, but the final impacts on Talen's financial condition, results of operations and liquidity are not known at this time.

ERCOT Market Systemic Risks. In January 2023, the PUCT adopted the PUCT PCM market design in response to a directive contained within Texas Senate Bill 3 from 2021 to address market reliability concerns in Texas. The details of how the PUCT PCM market will operate are to be developed by the PUCT, ERCOT and the ERCOT stakeholder group. In January 2023, the PUCT directed ERCOT to evaluate bridging options to retain existing assets and build new dispatchable generation until the PUCT PCM can be fully implemented. In response, the PUCT approved a multi-step Operating Reserve Demand Curve floor as a short-term bridge solution, which went into effect on November 1, 2023. Under the approved multi-step Operating Reserve Demand Curve, price floors of $10/MWh and $20/MWh will be triggered when reserves fall below 7 GW and 6.5 GW, respectively. There remains significant uncertainty surrounding the details of the proposed PUCT PCM design, and the timing for implementation. At this time, Talen cannot fully predict the impacts of the PUCT PCM market design, when and if implemented, on its results of operations and liquidity.

Environmental Matters

Extensive federal, state and local environmental laws and regulations are applicable to our business, including those related to air emissions, water discharges, and hazardous and solid waste management. From time to time, in the ordinary course of our business, Talen may become involved in other environmental matters or become subject to other, new or revised environmental statutes, regulations or requirements.

It may be necessary for us to modify, curtail, replace or cease operation of certain facilities or performance of certain operations to comply with statutes, regulations and other requirements imposed by regulatory bodies, courts or environmental groups. We may incur costs to comply with environmental laws and regulations, including increased capital expenditures or operation and maintenance expenses, monetary fines, penalties or other restrictions, which could be material. Legal challenges to environmental permits or rules add to the uncertainty of estimating the future cost of complying with these permits and rules. In addition, costs may increase significantly if the requirements or scope of environmental laws or regulations, or similar rules, are expanded or changed.

Water and Waste. Changes made by the EPA to the EPA CCR Rule and the EPA ELG Rule in 2020 allow coal generation facility operators to request an extension to compliance deadlines if the facility commits to cessation of coal-fired generation by the end of 2028. Pursuant to Talen's plans to cease wholly owned coal operations, Talen requested extensions for compliance under these rules for certain of its generation facilities; some have been approved and some are still under review. The most significant extension under review is the EPA CCR Rule Part A extension request for Montour Ash Impoundment 1, and a negative result would have a significant impact on the closure plan for this impoundment.

In 2023, the EPA proposed additional changes to the ELG Rule and the CCR Rule and finalized those changes on May 9 and May 8, 2024, respectively. The new ELG Rule does not add treatment requirements to Talen's coal-fired power generation facilities planning to cease burning coal by 2028, but it does establish discharge limits for waters collected from CCR units. Under the revised CCR Rule, the EPA has imposed new requirements on: (i) legacy CCR impoundments; and (ii) areas where CCR was disposed of or managed on land outside of regulated units at CCR facilities (subject to a minimum threshold). Furthermore, the EPA's interpretations of the EPA CCR Rule continue to evolve through enforcement and other regulatory actions.

Talen submitted formal comments on both proposed rules citing their flaws and anticipates it will take legal action to challenge both final rules. If the revised Rules withstand expected legal challenges by power producers (including Talen), industry groups, state attorneys general, and others, the new CCR and ELG requirements could materially impact several Talen facilities. Talen is currently evaluating that potential impact. At this time, Talen cannot predict the full impact of these various rule changes on the operations of its coal-fired generation facilities and its results of operations.

Air. Since 2016, the coal-fired generation facilities in which Talen has ownership, including Brunner Island, Montour, Keystone and Conemaugh, have been the subject of various efforts under the Clean Air Act to strengthen applicable nitrogen oxides ("NOx") emission limits. These include Section 126 petitions by downwind states, recommendations by the Ozone Transport Commission, and a ruling on Pennsylvania's RACT2 program by the U.S. District Court for the Southern District of New York. Although the petitions and recommendations are not withdrawn, the EPA's issuance of a federal implementation plan (the "FIP") with short-term (RACT2) NOx limits at these plants in 2022 resulting from the court case and the EPA's "Good Neighbor FIP" issued in June 2023 appear to have addressed open concerns by upwind states regarding NOx controls from Talen's and other coal plants.

However, both the Pennsylvania NOx RACT2 FIP and the preceding State Implementation Plan (the "SIP") NOx RACT are under review. The PA DEP agreed to stay the SIP standard while all the parties consider the FIP standards. The EPA FIP is in effect; however, it has since been appealed by other parties and Talen has intervened in the appellate proceeding. Lastly, in November 2022, Pennsylvania finalized its NOx RACT standards for all power generation facilities to address the EPA 2015 Ozone Standard. Affected Talen facilities have submitted permit applications demonstrating their compliance methods for the new standard. At this time, Talen cannot predict the outcome of these potential rule changes on the operations of its generation facilities and its results of operations.

To address the 2015 ozone standard, in June 2023, the EPA published the final rule covering the EPA CSAPR ozone season nitrogen oxide allowance trading program for 2023 and beyond. The final changes are known as the "Good Neighbor FIP." The EPA made some reductions in allowance allocations, among other changes, to minimize nitrogen oxide emissions during the Ozone Season. Texas, among other states, has received a favorable court ruling, essentially staying its participation in the updated program for 2023. Texas facilities are still subject to the previous version of EPA CSAPR, and Talen's facilities in Maryland, Pennsylvania and New Jersey are subject to the new rule. Additionally, the entire rule has been challenged by multiple parties, and the U.S. Supreme Court heard oral

arguments on the emergency applications to stay the rule in February 2024. At this time, Talen cannot predict the long-term outcome of these rule changes on the operations of its generation facilities and its results of operations.

The EPA MATS Rule, which is the original EPA NESHAP for coal plants, has been in effect since 2012. In April 2023, the EPA proposed, and on May 7, 2024, finalized, its RTR for coal-fired generation facilities under the EPA NESHAP. The final rule most notably requires coal plants to reduce particulate matter (PM) emissions by the end of 2027 (or 2028 in certain circumstances). Colstrip cannot meet the new PM standard without substantial upgrades to its control equipment; therefore, Talen and the Colstrip co-owners face the decision either to invest in new cost-prohibitive control equipment or retire the plant. That decision must be made in conjunction with compliance requirements under EPA's new GHG Rule, finalized on May 9, 2024.

Talen submitted formal comments on the new PM standard and revisions to the MATS Rule, citing the rule's flaws, and anticipates it (and others, including other power producers, industry groups, and state attorneys general) will take legal action to challenge the revised MATS Rule. On May 8, 2024, a coalition of 23 states filed a challenge to the MATS Rule in the U.S. Court of Appeals for the D.C. Circuit. In light of these filed and expected challenges, Talen cannot predict the full impact of the revised MATS Rule on the operations of its coal-fired generation facilities and its results of operations.

RGGI. In April 2022, Pennsylvania formally entered the RGGI program, with compliance set to begin on July 1, 2022. However, certain third parties filed lawsuits and appeals questioning the legality of the regulation and the implementation of RGGI in Pennsylvania was stayed. On November 1, 2023, the Commonwealth Court of Pennsylvania ruled RGGI was an invalid tax and voided the rulemaking. The PA DEP appealed this decision to the Pennsylvania Supreme Court in November 2023, and the following day filed notice with the court that the RGGI program would not be implemented while the appeal is pending. At this time, Talen is unable to determine the full impact of the RGGI program, when and if implemented, on its results of operations and liquidity.

Federal Climate Change Actions. The current federal administration has identified climate change policy as a priority that includes, but is not limited to, greenhouse gas emission reductions. On May 9, 2024, the EPA issued a new rule under the Clean Air Act that establishes New Source Performance Standards for new electric generating units and greenhouse gas Emissions Guidelines for existing EGUs for state implementation. The guidelines would allow all existing EGUs to continue to operate until at least the end of 2031 without having to meet new greenhouse gas limits. Existing oil/gas steam EGUs (for example, Martins Creek) will not require additional controls at this time. However, if existing coal-fired EGUs (for example, Colstrip) are to be able to operate beyond 2031, they must install a GHG reduction technology, like carbon capture and sequestration (CCS), by the end of 2031. Talen will need to evaluate the viability and costs of additional controls and decide whether to invest in those controls at Colstrip or retire the units. That decision may be influenced by the cost of compliance with the revised MATS rule. EPA stated that it chose not to finalize emission guidelines for existing fossil fuel-fired combustion turbines (for example, LMBE); however, EPA intends to take further action on such emission guidelines at a later date.

In 2023, Talen submitted formal comments on the proposed GHG Rule, citing the rule's flaws, and anticipates it will take legal action to challenge the GHG Rule. A number of petitions for review of the GHG Rule were filed on May 9, 2024, in the U.S. Court of Appeals for the D.C Circuit, including by coalitions representing 27 states. If the rule withstands filed and expected legal challenges by power producers (including Talen), industry groups, state attorneys general, and others, the GHG Rule could materially impact Colstrip and Talen. Talen is currently evaluating that potential impact. At this time, Talen cannot predict the full impact of the GHG Rule on the operations of its coal-fired generation facilities and its results of operations.

Environmental Remediation. From time-to-time, Talen undertakes investigative or remedial actions in response to notices of violations, spills or other releases at various on-site and off-site locations, negotiates with the EPA and state and local agencies regarding actions necessary for compliance with applicable requirements, negotiates with property owners and other third parties alleging impacts from our operations and undertakes similar actions necessary to resolve environmental matters that arise in the course of normal operations.

Future investigation or remediation work at sites currently under review, or at sites not currently identified, may result in additional costs, but at this time we are unable to determine if such investigation or remediation work will have a material adverse effect on our financial condition or results of operations.

Guarantees and Other Assurances

In the normal course of business, Talen enters into agreements that provide financial performance assurance to third parties on behalf of certain subsidiaries. These agreements primarily support or enhance the creditworthiness attributed to a subsidiary on a stand-alone basis or facilitate the commercial activities in which these subsidiaries engage. Such agreements may include guarantees, stand-by letters of credit issued by financial institutions, surety bonds issued by insurance companies, and indemnifications. In addition, they may include customary indemnifications to third parties related to asset sales and other transactions. Based on our current knowledge, the probability of expected material payment/performance for the guarantees and other assurances is considered remote.

Surety Bonds. Surety bonds provide financial performance assurance to third parties on behalf of certain subsidiaries for obligations including, but not limited to, environmental obligations and AROs. In the event of nonperformance by the applicable subsidiary, the beneficiary would make a claim to the surety, and the Company would be required to reimburse any payment by the surety. Talen's liability with respect to any surety bond is released once the obligations secured by the surety bond are performed. Surety bond providers generally have the right to request additional collateral or request that such bonds be replaced by alternate surety providers, in each case upon the occurrence of certain events. As of March 31, 2024 (Successor) and December 31, 2023 (Successor), the aggregate amount of surety bonds outstanding was $241 million and $240 million, including surety bonds posted on behalf of Talen Montana as discussed below.

Talen Montana Financial Assurance. Pursuant to the Colstrip AOC, Talen Montana, in its capacity as the Colstrip operator, is obligated to close and remediate coal ash disposal impoundments at Colstrip. The Colstrip AOC specifies an evaluation process between Talen Montana and the MDEQ on the scope of remediation and closure activities, requires the MDEQ to approve such scope, and requires financial assurance to be provided to the MDEQ on approved plans. Each of the co-owners of the Colstrip Units have provided their proportional share of financial assurance to the MDEQ for estimates of coal ash disposal impoundments remediation and closure activities approved by the MDEQ.

TES has posted an aggregate $118 million of surety bonds to the MDEQ on behalf of Talen Montana's proportional share of remediation and closure activities as of March 31, 2024 (Successor) and $115 million as of December 31, 2023 (Successor). In April 2024, MDEQ approved a modified work scope that will require Talen Montana to post an additional $7 million of surety bonds or other financial assurance in the second quarter 2024. Talen Montana has agreed to reimburse TES and its affiliates in the event that these surety bonds are called. Talen Montana's surety bond requirements may increase due to scope changes, cost revisions and (or) other factors when the MDEQ conducts annual reviews of approved remediation and closure plans as required under the Colstrip AOC. The surety bond requirements will decrease as Colstrip's coal ash impoundments remediation and closure activities are completed.

Cumulus Digital Assurances. As of December 31, 2023 (Successor), TES had issued LCs in the aggregate amount of $50 million to the lenders of the Cumulus Digital TLF, which LCs could be drawn upon, among other events, the acceleration of the loan due to a bankruptcy or other event of default by Cumulus Digital. The LCs were cancelled upon the repayment in full of the Cumulus Digital TLF in March 2024.

Additionally, TEC had provided a guarantee to the lenders under the Cumulus Digital TLF for certain shortfalls in interest and principal payments by Cumulus Digital (up to a maximum of 23% of the principal amount of outstanding loans thereunder). The guarantee was cancelled upon the payment in full of the Cumulus Digital TLF in March 2024.

Other Commitments and Contingencies

Nuclear Insurance. The Price-Anderson Act is a United States federal law which governs liability-related issues and ensures the availability of funds for public liability claims arising from a nuclear incident at any U.S. licensed

nuclear facility. It also seeks to limit the liability of nuclear reactor owners for such claims from any single incident. As of March 31, 2024 (Successor), the liability limit per incident is $16.2 billion for such claims, which is funded by insurance coverage from American Nuclear Insurers (approximately $500 million in coverage), with the remainder covered by an industry retrospective assessment program.

As of March 31, 2024 (Successor), under the industry retrospective assessment program, in the event of a nuclear incident at any of the reactors covered by the Price-Anderson Act, Susquehanna could be assessed deferred premiums of up to $332 million per incident, payable at a maximum of $49 million per year.

Additionally, Susquehanna purchases property insurance programs from NEIL, an industry mutual insurance company of which Susquehanna is a member. As of March 31, 2024 (Successor), facilities at Susquehanna are insured against nuclear property damage losses up to $2.0 billion and non-nuclear property damage losses up to $1.0 billion. Susquehanna also purchases an insurance program that provides coverage for the cost of replacement power during prolonged outages of nuclear units caused by certain specified conditions.

Under the NEIL property and replacement power insurance programs, Susquehanna could be assessed retrospective premiums in the event of the insurers' adverse loss experience. The maximum assessment for this premium is $45 million as of March 31, 2024 (Successor). Talen has additional coverage that, under certain conditions, may reduce this exposure.

Talen Montana Fuel Supply. Talen Montana purchases coal from the Rosebud Mine for its interest in Colstrip Units 3 and 4 under a full requirements contract with an unaffiliated coal mine operator. In 2015, the MDEQ issued the mine operator an amendment to one of its mine permits expanding the area authorized for mining. Certain parties challenged the permit amendment in a proceeding at the MBER and, after the MBER issued a decision upholding the permit amendment, in a lawsuit in Montana state district court. In January 2022, the district court entered an order vacating the permit amendment effective April 1, 2022. Rosebud Mining ceased mining in the expansion area prior to the April 1, 2022 deadline. The mine operator and the MDEQ appealed the district court's decisions to the Montana Supreme Court and filed motions seeking to stay the order vacating the permit. In August 2022, the Montana Supreme Court entered an order staying the district court's order pending resolution of the appeal. In November 2023, the Montana Supreme Court remanded the case to the MBER to reanalyze the administrative record, resolve factual questions, and re-examine its prior conclusion. The MBER is awaiting remand. In the meantime, however, the Montana Supreme Court reinstated vacatur of the permit amendment pending MBER review.

In May 2022, MDEQ issued a second permit amendment expanding the area authorized for mining by the coal-mine operator. A group of complainants initiated proceedings at the MBER and in Montana state district court challenging the second permit amendment. Summary judgment briefing was completed in the MBER case as of January 2024. In December 2023 the Montana state district court challenge was stayed for six months pending a ruling from the Montana Supreme Court in analogous cases.

In September 2022, the Montana Federal District Court entered an order upholding challenges to a third permit amendment expanding the area authorized for mining by the mine operator. The plaintiffs asserted that the OSM violated NEPA when preparing the EIS for the permit amendment. The court ordered OSM to complete an updated EIS in accordance with NEPA's requirements. The permit amendment will be vacated unless OSM completes the updated EIS within 19 months from the date of the court's order. The federal defendants did not appeal and expect to issue a revised decision on the permit amendment within the 19-month deadline, but in November 2022, intervenor-defendants, Westmoreland Rosebud and International Union, appealed the ruling to the Ninth Circuit Court of Appeals. MEIC and the other plaintiffs moved to dismiss the appeal for lack of jurisdiction, and the federal defendants did not oppose the motion to dismiss. The appeal was dismissed in November 2023, and the federal defendants requested an extension of the deadline to complete the updated EIS until June 30, 2025. In April 2024, the District Court granted an extension but only to January 31, 2025.

At this time, Talen cannot predict the outcome of these matters or their effect on Talen Montana's operations, results of operations or liquidity.

11. Long-Term Debt and Other Credit Facilities

Long-Term Debt

	Interest Rate [a]	Successor	
		March 31, 2024	December 31, 2023
TLB	9.83 %	$ 863	$ 866
TLC	9.83 %	470	470
Secured Notes	8.63 %	1,200	1,200
PEDFA 2009B Bonds	4.75 %	50	50
PEDFA 2009C Bonds	4.75 %	81	81
Cumulus Digital TLF, including PIK [b]	— %	—	182
Total principal		**2,664**	**2,849**
Unamortized deferred finance costs and original issuance discounts		(36)	(29)
Total carrying value		**2,628**	**2,820**
Less: long-term debt, due within one year		9	9
Long-term debt		**$ 2,619**	**$ 2,811**

(a) Computed interest rate as of March 31, 2024 (Successor).
(b) Limited recourse to TES and TEC. See "Guarantees and Other Assurances - Cumulus Digital Assurances" in Note 10 for additional information. The Cumulus Digital TLF was repaid and extinguished in March 2024. See "2024 Transactions – Cumulus Digital TLF Repayment" below for additional information.

The aggregate long-term debt maturities, including amortization and early redemption provisions, at March 31, 2024 (Successor) were:

	2024 [a]	2025	2026	2027	2028	Thereafter	Total
Total maturities	$ 7	$ 9	$ 9	$ 9	$ 9	$ 2,621	$ 2,664

(a) For the period from April 1, 2024 through December 31, 2024.

Revolving Credit and Other Facilities

		Successor					
		March 31, 2024				December 31, 2023	
	Expiration	Committed Capacity	Direct Cash Borrowings	LCs Issued	Unused Capacity	Direct Cash Borrowings	LCs Issued
RCF [a]	May 2028	$ 700	$ —	$ 156	$ 544	$ —	$ 62
TLC LCF [b][c][d]	May 2030	470	—	366	104	—	404
Bilateral LCF [b]	May 2028	75	—	74	1	—	74
Total		**$ 1,245**	**$ —**	**$ 596**	**$ 649**	**$ —**	**$ 540**

(a) Committed capacity includes $475 million of LC commitments. Outstanding direct cash borrowings under the RCF, when applicable, are presented as "Revolving credit facilities" on the Consolidated Balance Sheets.
(b) Direct cash borrowings are not permitted under the facility.
(c) These LCs are cash collateralized by $472 million as of March 31, 2024 (Successor) and December 31, 2023 (Successor), which is presented as "Restricted cash and cash equivalents" on the Consolidated Balance Sheets.
(d) Includes $133 million of LCs backing the PEDFA Bonds as of each of March 31, 2024 (Successor) and December 31, 2023 (Successor).

2024 Transactions

Cumulus Digital TLF Repayment. In connection with the Data Center Campus Sale, the Cumulus Digital TLF was paid in full, together with all accrued interest and other outstanding amounts. See "Non-Recourse Debt and Other Credit Facilities – Cumulus Digital TLF" in Note 13 in Notes to the Annual Financial Statements for additional information on the related release of liens, termination of guarantees, and cancellation of LCs. See Note 17 for additional information on the Data Center Campus Sale.

Long-Term Debt Repricing. In May 2024, the Company completed a repricing transaction with respect to the TLB and TLC. The new rate applicable to the TLB and TLC is the Standard Overnight Financing Rate (SOFR) plus 350 basis points, which reduces the interest rate margin by 100 basis points. The applicable SOFR floor was reduced from 50 to 0 basis points. Additionally, in connection with the repricing, the lenders under the TLB and TLC agreed to: (i) waive any mandatory prepayment obligations in connection with the Company's sale of its Texas generation portfolio, and (ii) certain other amendments permitting Talen additional capacity for dispositions, restricted payments and investments under the Credit Agreement. See Note 17 for additional information on the recent sale of our generation assets in Texas.

Talen Energy Supply Long-Term Debt, Revolving Credit and Other Facilities

As of March 31, 2024 (Successor), Talen was not in default under any of its indebtedness agreements.

See "Talen Energy Supply Post-Emergence Long-Term Debt, Revolving Credit and Other Facilities" in Note 13 in Notes to the Annual Financial Statements for a description of the material terms of our Credit Facilities, Secured Notes, PEDFA Bonds and Secured IDSAs.

See "Security Interests, Guarantees, and Cross-Defaults on TES Post-Emergence Obligations" in Note 13 in Notes to the Annual Financial Statements for additional information on the security interests and guarantees supporting these obligations. In addition to the obligations outlined under "Long-Term Debt" and "Revolving Credit and Other Facilities" above, secured obligations included approximately $61 million under Secured ISDAs as of March 31, 2024 (Successor).

12. Fair Value

Recurring Fair Value Measurements

Financial assets and liabilities reported at fair value on a recurring basis primarily include energy commodity derivatives, interest rate derivatives, and investments held within the NDT.

The classifications of recurring fair value measurements within the fair value hierarchy were:

	Successor									
	March 31, 2024					December 31, 2023				
	Level 1	Level 2	NAV	Netting[a]	Total	Level 1	Level 2	NAV	Netting[a]	Total
Assets										
Cash equivalents	$ —	$ —	$ 15	$ —	$ 15	$ —	$ —	$ 9	$ —	$ 9
Equity securities [b]	702	—	359	—	1,061	629	—	384	—	1,013
U.S. Government debt securities	318	—	—	—	318	337	—	—	—	337
Municipal debt securities	—	87	—	—	87	—	86	—	—	86
Corporate debt securities	—	169	—	—	169	—	156	—	—	156
Receivables (payables), net [c]					(8)					(26)
NDT funds	**1,020**	**256**	**374**	**—**	**1,642**	**966**	**242**	**393**	**—**	**1,575**
Commodity derivatives [d]	92	78	—	(151)	19	98	196	—	(200)	94
Interest rate derivatives	—	2	—	—	2	—	1	—	—	1
Total assets	**$ 1,112**	**$ 336**	**$ 374**	**$ (151)**	**$ 1,663**	**$ 1,064**	**$ 439**	**$ 393**	**$ (200)**	**$ 1,670**
Liabilities										
Commodity derivatives	149	155	—	(203)	101	155	139	—	(257)	37
Interest rate derivatives	—	1	—	—	1	—	6	—	—	6
Less: other	—	—	—	—	—	—	—	—	—	—
Total liabilities	**$ 149**	**$ 156**	**$ —**	**$ (203)**	**$ 102**	**$ 155**	**$ 145**	**$ —**	**$ (257)**	**$ 43**

(a) Amounts represent netting pursuant to master netting arrangements and cash collateral held or placed with the same counterparty.
(b) Includes commingled equity and fixed income funds and real estate investment trusts.
(c) Represents: (i) interest and dividends earned but not received; and (ii) net sold or purchased investments, but not settled.
(d) Commodity contracts assets include $3 million of ERCOT positions that are presented as "Assets held for sale" on the Consolidated Balance Sheets. See Note 17 for additional information on the ERCOT divestiture.

There were no recurring fair value measurements classified as Level 3 as of March 31, 2024 (Successor) and December 31, 2023 (Successor).

Nonrecurring Fair Value Measurements

There were no nonrecurring fair value measurements related to impairments of long-lived assets during the three months ended March 31, 2024 (Successor). See Note 8 for information on the nonrecurring fair value measurement of Brandon Shores during the three months ended March 31, 2023 (Predecessor).

Reported Fair Value

The carrying value of certain financial assets and liabilities on the Consolidated Balance Sheets, including "Cash and cash equivalents," "Restricted cash and cash equivalents," "Accounts receivable, net," and "Accounts payable and other accrued liabilities" approximate fair value.

The fair value measurements of indebtedness are classified as Level 2 within the fair value hierarchy. The fair value of fixed rate debt was estimated primarily by utilizing an income approach whereby the future cash flows of

the obligations are discounted at the estimated current cost of funding rates, which incorporates the credit risk associated with the obligations. The carrying value of variable rate indebtedness approximates fair value.

The carrying value and fair value of indebtedness presented on the Consolidated Balance Sheets were:

	Successor			
	March 31, 2024		December 31, 2023	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Long-term debt [(a)]	$ 2,628	$ 2,749	$ 2,820	$ 2,934
Other short-term indebtedness [(b)]	2	2	6	6

(a) Aggregate value of "Long-term debt" and "Long-term debt, due within one year" presented on the Consolidated Balance Sheets.
(b) Presented as "Other current liabilities" on the Consolidated Balance Sheets.

13. Postretirement Benefit Obligations

Talen Energy Supply and certain subsidiaries sponsor postemployment benefits which include defined benefit pension plans, health and welfare postretirement plans (other postretirement benefit plans), and defined contribution plans.

The components of net periodic benefit costs for the three months ended March 31 were:

	Successor	Predecessor
	2024	2023
Postretirement benefits service cost [(a)]	$ 1	$ 1
Interest cost	17	18
Expected return on plan assets	(17)	(22)
Amortization of:		
Net loss	—	1
Postretirement benefit (gain) loss, net [(b)]	—	(3)
Net periodic defined benefit cost (credit)	**$ 1**	**$ (2)**

(a) Activity presented as "Operation, maintenance and development" on the Consolidated Statements of Operations.
(b) Activity presented as "Other non-operating income (expense), net" on the Consolidated Statements of Operations.

See Note 10 for additional information on pending litigation regarding certain of our defined benefit pension obligations.

In March 2024, $10 million of excess assets from the PA Mines UMWA Plan VEBA were transferred to a separate VEBA which provides benefits for participants in Talen's health and welfare "wrap plan." As such assets were not presented on the Consolidated Balance Sheets prior to the transfer of the assets from the VEBA, a transfer gain of $10 million was recognized for the three months ended March 31, 2024 (Successor) and presented as "Other non-operating income (expense), net" on the Consolidated of Operations.

14. Earnings Per Share

Basic EPS is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the applicable period. Diluted EPS is computed by dividing income by the weighted-average number of shares of common stock outstanding, increased by incremental shares that would be outstanding if potentially dilutive non-participating securities were converted to common stock as calculated using the treasury stock method. EPS for the three months ended March 31 were:

	Successor	Predecessor
	2024	2023
Numerator: (Millions of Dollars)		
Net Income (loss)	**$ 319**	**$ 46**
Less:		
Net income (loss) attributable to noncontrolling interest	25	(2)
Net Income (loss) attributable to the Company	**$ 294**	**$ 48**
Denominator: (Thousands)		
Weighted-average shares outstanding - Basic	58,807	—
Warrants	184	—
Restricted stock units	427	—
Performance stock units	1,298	—
Weighted-average shares outstanding - Diluted	**60,716**	—
Basic earnings per share	**$ 5.00**	N/A
Diluted earnings per share	**4.84**	N/A

Diluted EPS during the three months ended March 31, 2024 (Successor) excludes the impact of 10,125 restricted stock units ("RSUs") outstanding due to their anti-dilutive nature.

In the three months ended March 31, 2024 (Successor) the Company repurchased 493,000 shares of common stock for $39 million at a weighted average per share price of $78.31.

15. Accumulated Other Comprehensive Income

Changes in AOCI for the three months ended March 31 were:

	Successor	Predecessor
	2024	2023
Beginning balance	$ (23)	$ (167)
Gains (losses) arising during the period	—	10
Reclassifications to Consolidated Statements of Operations	(7)	6
Income tax benefit (expense)	3	(7)
Other comprehensive income (loss)	**(4)**	**$ 9**
Accumulated other comprehensive income (loss)	**$ (27)**	**$ (158)**

The components of AOCI, net of tax, for the three months ended March 31 were:

	Successor	Predecessor
	2024	2023
Available-for-sale securities unrealized gain (loss), net	$ 1	$ (8)
Qualifying derivatives unrealized gain (loss), net	—	9
Postretirement benefit prior service credits (costs), net	—	7
Postretirement benefit actuarial gain (loss), net	(28)	(166)
Accumulated other comprehensive income (loss)	**$ (27)**	**$ (158)**

Reclassification adjustments from AOCI to the Consolidated Statements of Operations were non-material amounts for the three months ended March 31, 2024, (Successor) and 2023 (Predecessor).

The postretirement obligations components of AOCI are not presented in their entirety on the Consolidated Statements of Operations during the periods; rather, they are included in the computation of net periodic defined benefit costs (credits). See Note 13 for additional information.

16. Supplemental Cash Flow Information

Supplemental information for the Consolidated Statements of Cash Flows for the three months ended March 31 were:

	Successor	Predecessor
	2024	2023
Cash paid (received) during the period		
Interest and other finance charges, net of capitalized interest[(a)]	$ 33	$ 93
Income taxes, net	—	1
Non-cash investing and operating activities		
Capital expenditure accrual increase (decrease)	(16)	(8)
Depreciation, amortization and accretion included on the Statements of Operations:		
Depreciation, amortization and accretion	75	132
Amortization of deferred finance costs and original issuance discounts (interest expense)[(b)]	1	6
Other	(2)	—
Total depreciation, amortization and accretion	**$ 74**	**$ 138**
Non-cash financing/investing activities		
Non-cash increase to PP&E and decrease to other current assets for transfer of miners by Cumulus Coin[(c)]	$ —	$ 14
Non-cash decrease to PP&E and decrease to noncontrolling interest for transfer of miners to TeraWulf	—	2
Non-cash increase to PP&E and increase to noncontrolling interest for transfer of miners by TeraWulf[(b)]	—	38
Unrealized (gain) loss on derivatives:		
Commodity contracts	134	(30)
Interest rate swap contracts	(6)	2
Total unrealized (gain) loss on derivatives	**$ 128**	**$ (28)**

	Successor	Predecessor
	2024	2023
Operating activities reconciliation adjustments, other:		
Net periodic defined benefit cost	$ —	$ (2)
Stock-based compensation	8	—
Derivative option premium amortization	—	19
Bitcoin revenue	(42)	(9)
Gain on sale of mineral rights and western gas portfolio	—	(29)
Gain on cancellation of lease	—	(7)
Nonrecourse PIK interest	—	6
Debt restructuring (gain) loss, net	(9)	—
Other	1	—
Total	**$ (42)**	**$ (22)**

(a) Capitalized interest totaled $3 million and $8 million for the three months ended March 31, 2024 (Successor) and 2023 (Predecessor).
(b) Includes previously recognized fair value adjustments on certain exchanges of indebtedness.
(c) In 2023, each of the joint venture partners of Nautilus made non-cash contributions to Nautilus of cryptocurrency miners that increased PP&E.

Cash and Restricted Cash

The following provides a reconciliation of "Cash and cash equivalents" and "Restricted cash and cash equivalents" presented on the Consolidated Statements of Cash Flows to line items within the Consolidated Balance Sheets:

	Successor	
	March 31, 2024	December 31, 2023
Cash and cash equivalents	**$ 597**	**$ 400**
Restricted cash and cash equivalents:		
TES TLC debt restricted deposits	472	472
Nautilus project restricted deposits	10	10
Cumulus Digital Holdings restricted deposits	1	19
Restricted cash and cash equivalents	**483**	**501**
Total	**$ 1,080**	**$ 901**

17. Acquisitions and Divestitures

Completed Divestitures

ERCOT Asset Sale. In March 2024, the Company and CPS Energy entered into an agreement for CPS Energy to acquire the Company's approximately 1,710 MW Texas generation portfolio located within the ERCOT market for $785 million, subject to customary net working capital adjustments. Under the terms of the sale, there is no contingent consideration associated with the transfer of assets. The sale closed on May 1, 2024. Under the terms of the sale, CPS Energy acquired the Barney Davis, Nueces Bay, and Laredo generation facilities and certain related contracts. The Company is providing certain customary back-office and information technology transitional services to CPS Energy for up to 90 days after the sale.

As of March 31, 2024 (Successor), the assets and liabilities associated with the sale are presented as held for sale on the Consolidated Balance Sheet. "Assets held for sale" primarily represent the carrying value of property, plant and equipment, net and "Liabilities held for sale" primarily represent accounts payable and other accrued liabilities.

Cumulus Data Campus Sale. In March 2024, an affiliate of Amazon.com, Inc. (together with its affiliates, "Amazon") purchased substantially all the assets of Cumulus Data and certain other assets for gross proceeds of $650 million. Gross proceeds of $350 million were initially received at closing with the remaining $300 million of variable consideration, presented as "Other current assets" on the Consolidated Balance Sheet, expected to be received from escrow at the completion of certain development milestones. Cumulus Digital Holdings distributed $109 million of the initial net proceeds from the sale to its members, including $108 million to TES.

In connection with the Cumulus Data Campus Sale, the Company entered into a power purchase agreement with Amazon, pursuant to which (i) the Company agreed to supply up to 960 MW of long-term, carbon-free power to the Cumulus Data Campus from Susquehanna; (ii) the parties agreed to fixed-price power commitments that increase in 120 MW increments over several years; and (iii) Amazon, under certain conditions, has the option to cap their commitments at 480 MW. Amazon also became lessor under the ground lease agreement with Nautilus.

For the three months ended March 31, 2024 (Successor), a $324 million net gain on sale is presented as "Gain (loss) on sale of assets, net" on the Consolidated Statements of Operations.

Pennsylvania Minerals Divestiture. In March 2023, Talen sold certain mineral interests located in Pennsylvania for $29 million, while preserving the right to certain royalty payments from existing and future producing natural gas wells. For the three months ended March 31, 2024 (Predecessor), a $29 million gain was presented as "Other non-operating income (expense), net" on the Consolidated Statements of Operations.

Acquisition of Noncontrolling Interests

In March 2024, TES acquired all of the equity units of Cumulus Digital Holdings held by affiliates of Orion and two former members of Talen senior management in exchange for an aggregate $39 million. Following these transactions, TES owns 100% of the equity of Cumulus Digital Holdings.

Cancelled Acquisition

Talen Montana Colstrip Units 3 and 4 Transaction. In September 2022, Talen Montana entered into an agreement under which Puget Sound Energy, Inc. would abandon its 25% share of Colstrip Units 3 and 4 to Talen Montana for no cash consideration. In February 2024, Puget Sound sent a notice asserting that Talen Montana was in breach of the agreement for failing to obtain Bankruptcy Court approval and that the agreement is unenforceable. Talen Montana has agreed that the agreement is unenforceable and disputed that it breached the agreement. Accordingly, it is unlikely that this transaction will be consummated.

18. Segments

Talen's reportable segments are based upon the market areas in which our generation facilities operate and reflect the manner in which our chief operating decision makers review results and allocates resources. Adjusted EBITDA is the key profit metric used to measure financial performance of each segment. Total assets or other asset metrics are not considered a key metric or reviewed by the chief operating decision makers.

Our reportable segments are engaged in electricity generation, marketing activities, commodity risk and fuel management within their respective RTO or ISO markets. The segments include:

- **PJM** - a reportable segment that includes the operating and marketing activities within the PJM market. PJM is comprised of Susquehanna and Talen's natural gas and coal generation facilities located within the PJM market; and
- **ERCOT and WECC** - a reportable segment that includes the operating and marketing activities within the ERCOT market for the operations of the Talen Texas power generation facilities, and the operating and marketing activities for Talen Montana's proportionate share of the Colstrip Units. We have determined it appropriate to aggregate results from these markets into one reportable segment, based on a combination of size and economic characteristics.

Corporate, Development, and Other, or CD&O, represents the remaining non-segment grouping that includes: (i) General and administrative expenses incurred by our corporate and commercial functions that are not allocated to our reportable segments; (ii) the development activities of Cumulus Growth; (iii) the development and operating activities of Cumulus Digital; (iv) other non-material components that are not regularly reviewed by our chief operating decision makers; and (v) intercompany eliminations. This grouping is presented to reconcile the reportable segments to our consolidated results.

Financial data for the segments and reconciliation to consolidated results are:

	Three Months Ended March 31, 2024 (Successor)			
	PJM	ERCOT and WECC	Corporate, Development, and Other	Total
Operating revenues	$ 418	$ 85	$ 6	$ 509
Interest expense	—	—	59	59
Capital expenditures	52	7	7	66
Adjusted EBITDA	279	15		294

	Three Months Ended March 31, 2023 (Predecessor)			
	PJM	ERCOT and WECC	Corporate, Development, and Other	Total
Operating revenues	$ 974	$ 95	$ 4	$ 1,073
Interest expense	—	—	104	104
Capital expenditures	94	2	34	130
Adjusted EBITDA	644	31		675

	Three Months Ended March 31,	
	Successor	Predecessor
	2024	2023
Adjusted EBITDA:		
PJM	$ 279	$ 184
ERCOT and WECC	15	3
Total Adjusted EBITDA	**$ 294**	**$ 187**
Reconciling Items:		
Interest expense and other finance charges	(50)	(104)
Income tax benefit (expense)	(69)	(14)
Depreciation, amortization and accretion	(75)	(132)
Nuclear fuel amortization	(35)	(24)
Reorganization gain (loss), net	—	(39)
Unrealized (gain) loss on commodity derivative contracts	(134)	31
Nuclear decommissioning trust funds gain (loss), net	75	46
Gain (loss) on non-core asset sales, net	324	35
Legal settlements and litigation costs	2	—
Unusual market events	1	(13)
Impairments, canceled projects, inventory net realizable value and obsolescence, and receivables allowance	(1)	(389)
Corporate, development and other	(13)	462
Net Income (Loss)	**$ 319**	**$ 46**

19. Subsequent Events

The Company evaluated subsequent events through May 13, 2024, the date the financial statements are available to be issued. All significant subsequent events are included in their respective notes to the financial statements, except as noted below.

Share Repurchase Program

On May 9, 2024, the Board of Directors approved an increase of the remaining capacity under the Company's share repurchase program to $1 billion.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Talen Energy Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Talen Energy Corporation and its subsidiaries (Successor) (the "Company") as of December 31, 2023, and the related consolidated statements of operations, comprehensive income (loss), equity and cash flows for the period from May 18, 2023 through December 31, 2023, including the related notes and financial statement schedule listed in the accompanying index (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023, and the results of its operations and its cash flows for the period from May 18, 2023 through December 31, 2023 in conformity with accounting principles generally accepted in the United States of America.

Basis of Accounting

As discussed in Note 3 to the consolidated financial statements, the United States Bankruptcy Court for Southern District of Texas confirmed the Company's Plan of Reorganization (the "plan") in December 2022. Confirmation of the plan resulted in the discharge of all claims against the Company that arose before May 9, 2022 and substantially alters rights and interests of equity security holders as provided for in the plan. The plan was substantially consummated on May 17, 2023 and the Company emerged from bankruptcy. In connection with its emergence from bankruptcy, the Company adopted fresh start accounting as of May 17, 2023.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of these consolidated financial statements in accordance with the standards of the PCAOB and 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 of material misstatement, whether due to error or fraud.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Commodity Derivatives Valuation

As described in Notes 2, 5 and 14 to the consolidated financial statements, the Company had a fair value net derivative asset position of $95 million and a fair value net derivative liability position of $43 million, as of December 31, 2023. As disclosed by management, the Company utilizes exchange-traded and over the-counter traded derivative instruments to economically hedge the commodity price risk of the forecasted future sales and purchases of commodities associated with their generation portfolio. Commodity derivative contracts are valued using inputs and assumptions such as contractual volumes, delivery location, forward commodity prices, commodity price volatility, discount rates, and credit worthiness of counterparties.

The principal considerations for our determination that performing procedures relating to commodity derivative valuation is a critical audit matter are (i) the significant judgment by management when developing the valuation of commodity derivatives; (ii) a high degree of auditor judgment and effort in performing procedures and evaluating management's significant assumptions related to the forward commodity prices and commodity price volatility; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included, among others, (i) testing management's process for developing the valuation of commodity derivatives; (ii) evaluating the appropriateness of management's model; (iii) testing, on a sample basis, the completeness and accuracy of the underlying contract terms and the accounting treatment conclusions; and (iv) evaluating, on a sample basis, the reasonableness of the significant assumptions used by management related to forward commodity prices and commodity price volatility. Professionals with specialized skill and knowledge were used to assist in evaluating the reasonableness of forward commodity prices and commodity price volatility assumptions.

/s/ PricewaterhouseCoopers LLP
Houston, Texas
March 14, 2024, except for the financial statement schedule, as to which the date is April 4, 2024

We have served as the Company's auditor since 2017.

Report of Independent Registered Public Accounting Firm

To the Board of Managers and Members of Talen Energy Supply, LLC

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Talen Energy Supply, LLC and its subsidiaries (Predecessor) (the "Company") as of December 31, 2022 and the related consolidated statements of operations, comprehensive income (loss), equity and cash flows for the period from January 1, 2023 through May 17, 2023 and for each of the two years in the period ended December 31, 2022, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022, and the results of its operations and its cash flows for the period from January 1, 2023 through May 17, 2023, and for each of the two years in the period ended December 31, 2022 in conformity with accounting principles generally accepted in the United States of America.

Basis of Accounting

As discussed in Note 3 to the consolidated financial statements, the Company filed a petition on May 9, 2022 with the United States Bankruptcy Court for the Southern District of Texas for reorganization under the provisions of Chapter 11 of the Bankruptcy Code. The Company's Plan of Reorganization was substantially consummated on May 17, 2023 and the Company emerged from bankruptcy. In connection with its emergence from bankruptcy, the Company adopted fresh start accounting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB and 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 of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Fresh start accounting - valuation of electric generation assets

As described above and in Notes 3 and 4 to the consolidated financial statements, in May 2022, Talen Energy Supply, LLC (TES) and the other initial Debtors filed voluntary petitions seeking relief under Chapter 11 of the Bankruptcy Code. The Plan of Reorganization was approved by the requisite parties in November 2022, was confirmed by the Bankruptcy Court in December 2022, and was consummated and became effective in May 2023, when the Debtors emerged from the Restructuring. Upon emergence, TES adopted fresh start accounting and allocated the reorganization value to its individual assets based on their estimated fair values. The Company's principal assets are generation facilities whose values were determined by a discounted cash flow analysis based on management's latest outlook of the business through the end of their expected useful lives. The forward-looking projections considered: (i) company-specific factors, such as unit characteristics, plant dispatch, operating expenses, capital expenditures and estimated economic useful lives; and (ii) macroeconomic factors, such as capacity prices, energy prices, fuel prices, market supply and demand factors, inflation factors, and environmental regulations. The present value of expected future cash flows utilized a weighted average cost of capital discount rate. The Company recorded fresh start adjustments for the period from January 1, 2023 through May 17, 203, which included $350 million related to electric generation assets recorded within property, plant and equipment, net.

The principal considerations for our determination that performing procedures relating to fresh start accounting – valuation of electric generation assets is a critical audit matter are (i) the significant judgment by management in developing the fair value estimate of electric generation assets; (ii) the high degree of auditor judgment and effort in performing procedures and evaluating management's significant assumptions related to plant dispatch, capital expenditures, forward energy prices, and the weighted average cost of capital discount rate; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included, among others (i) testing management's process for developing the fair value estimate of electric generation assets; ii) evaluating the appropriateness of management's discounted cash flow models; (iii) testing the completeness and accuracy of underlying data used by management in the models, (iv) evaluating the reasonableness of management's significant assumptions related to plant dispatch, capital expenditures, forward energy prices, and the weighted average cost of capital discount rate. Evaluating management's assumptions related to plant dispatch, capital expenditures, forward energy prices, and the weighted average cost of capital discount rate involved evaluating whether the assumptions used by management were reasonable considering (a) the current and past performance of the assets; (b) the consistency with external market and industry data; and (c) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in evaluating (i) the appropriateness of the models used and (ii) the reasonableness of the forward energy prices and the weighted average cost of capital discount rate assumptions.

/s/ PricewaterhouseCoopers LLP
Houston, Texas
March 14, 2024

We have served as the Company's auditor since 2017.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

(Millions of Dollars, except share data)	Successor May 18 through December 31, 2023	Predecessor January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Capacity revenues	$ 133	$ 108	$ 377	$ 444
Energy and other revenues	1,156	1,042	2,035	1,331
Unrealized gain (loss) on derivative instruments	55	60	677	(847)
Operating Revenues	**1,344**	**1,210**	**3,089**	**928**
Energy Expenses				
Fuel and energy purchases	(424)	(176)	(938)	(856)
Nuclear fuel amortization	(108)	(33)	(94)	(96)
Unrealized gain (loss) on derivative instruments	(3)	(123)	(52)	135
Total Energy Expenses	**(535)**	**(332)**	**(1,084)**	**(817)**
Operating Expenses				
Operation, maintenance and development	(358)	(285)	(610)	(584)
General and administrative	(93)	(51)	(106)	(88)
Depreciation, amortization and accretion	(165)	(200)	(520)	(524)
Impairments	(3)	(381)	—	—
Operational restructuring	—	—	(488)	—
Other operating income (expense), net	(30)	(37)	(40)	(15)
Operating Income (Loss)	**160**	**(76)**	**241**	**(1,100)**
Nuclear decommissioning trust funds gain (loss), net	108	57	(184)	196
Interest expense and other finance charges	(176)	(163)	(359)	(325)
Reorganization income (expense), net	—	799	(812)	—
Consolidation of subsidiary gain (loss)	—	—	(170)	—
Other non-operating income (expense), net	102	60	(44)	(48)
Income (Loss) Before Income Taxes	**194**	**677**	**(1,328)**	**(1,277)**
Income tax benefit (expense)	(51)	(212)	35	300
Net Income (Loss)	**143**	**465**	**(1,293)**	**(977)**
Less: Net income (loss) attributable to noncontrolling interest	9	(14)	(4)	—
Net Income (Loss) Attributable to Stockholders (Successor) / Member (Predecessor)	$ 134	$ 479	$ (1,289)	$ (977)
Per Common Share (Successor)				
Net Income (Loss) Attributable to Stockholders - Basic	$ 2.27	N/A	N/A	N/A
Net Income (Loss) Attributable to Stockholders - Diluted	$ 2.26	N/A	N/A	N/A
Weighted-Average Number of Common Shares Outstanding - Basic (in thousands)	59,029	N/A	N/A	N/A
Weighted-Average Number of Common Shares Outstanding - Diluted (in thousands)	59,399	N/A	N/A	N/A

The accompanying Notes to the Annual Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

(Millions of Dollars)	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Net Income (Loss)	**$ 143**	**$ 465**	**$ (1,293)**	**$ (977)**
Other Comprehensive Income (Loss)				
Available-for-sale securities unrealized gain (loss), net	2	6	(69)	(13)
Postretirement benefit actuarial gain (loss), net	(38)	—	(15)	151
Income tax benefit (expense)	8	(2)	31	(35)
Gains (losses) arising during the period, net of tax	**(28)**	**4**	**(53)**	**103**
Available-for-sale securities unrealized (gain) loss, net	7	4	33	2
Qualifying derivatives unrealized (gain) loss, net	—	(1)	(2)	(2)
Postretirement benefit prior service (credits) costs, net	—	—	1	1
Postretirement benefit actuarial (gain) loss, net	—	2	27	52
Income tax (benefit) expense	(2)	(3)	(21)	(14)
Reclassifications from AOCI, net of tax	**5**	**2**	**38**	**39**
Total Other Comprehensive Income (Loss)	**(23)**	**6**	**(15)**	**142**
Comprehensive Income (Loss)	**120**	**471**	**(1,308)**	**(835)**
Less: Comprehensive income (loss) attributable to noncontrolling interest	9	(14)	(4)	—
Comprehensive Income (Loss) Attributable to Stockholders (Successor) / Member (Predecessor)	**$ 111**	**$ 485**	**$ (1,304)**	**$ (835)**

The accompanying Notes to the Annual Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(Millions of Dollars. except share data)	Successor December 31, 2023	Predecessor December 31, 2022
Assets		
Cash and cash equivalents	$ 400	$ 724
Restricted cash and cash equivalents (Note 20)	501	264
Accounts receivable, net (Note 6)	137	408
Inventory, net (Note 8)	375	457
Derivative instruments (Notes 5 and 14)	89	2,165
Other current assets	52	247
Total current assets	**1,554**	**4,265**
Property, plant and equipment, net (Note 10)	3,839	4,705
Nuclear decommissioning trust funds (Notes 9 and 14)	1,575	1,400
Derivative instruments (Notes 5 and 14)	6	228
Other noncurrent assets	147	124
Total Assets	**$ 7,121**	**$ 10,722**
Liabilities and Equity		
Revolving credit facilities (Notes 13 and 14)	$ —	$ 848
Long-term debt, due within one year (Notes 13 and 14)	9	1,010
Accrued interest	32	278
Accounts payable and other accrued liabilities	344	454
Derivative instruments (Notes 5 and 14)	32	1,927
Other current liabilities	69	346
Total current liabilities	**486**	**4,863**
Long-term debt (Notes 13 and 14)	2,811	2,494
Liabilities subject to compromise (Note 4)	—	2,825
Derivative instruments (Notes 5 and 14)	11	363
Postretirement benefit obligations (Note 15)	368	—
Asset retirement obligations and accrued environmental costs (Note 11)	469	567
Deferred income taxes (Note 7)	407	75
Other noncurrent liabilities	35	17
Total Liabilities	**4,587**	**11,204**
Commitments and Contingencies (Note 12)		
Stockholders' (Successor) / Member's (Predecessor) Equity		
Member's equity	—	(573)
Common stock - $0.001 par value[(a)] (Note 16)	—	—
Additional paid-in capital	2,346	—
Accumulated retained earnings (deficit)	134	—
Accumulated other comprehensive income (loss)	(23)	—
Total Stockholders'(Successor) / Member's (Predecessor) Equity	**2,457**	**(573)**
Noncontrolling interests	**77**	**91**
Total Equity	**2,534**	**(482)**
Total Liabilities and Equity	**$ 7,121**	**$ 10,722**

(a) As of December 31, 2023 (Successor): 350,000,000 shares authorized; 59,028,843 shares issued and outstanding.

The accompanying Notes to the Annual Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

(Millions of Dollars)	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Operating Activities				
Net income (loss)	$ 143	$ 465	$ (1,293)	$ (977)
Non-cash reconciliation adjustments:				
Unrealized (gains) losses on derivative instruments	(40)	65	(647)	684
(Gain) loss on consolidation of Cumulus Digital Holdings	—	—	170	—
Nuclear fuel amortization	108	33	94	96
Depreciation, amortization and accretion	157	208	549	555
Impairments	3	381	—	—
Operational restructuring	—	—	488	—
Nuclear decommissioning trust funds (gain) loss, net (excluding interest and fees)	(78)	(43)	227	(158)
Deferred income taxes	55	195	(48)	(324)
Reorganization (income) expense, net	—	(933)	99	—
Other	—	(43)	200	(150)
Changes in assets and liabilities:				
Accounts receivable, net	8	261	(298)	24
Inventory, net	(68)	10	(55)	72
Other assets	147	103	(46)	(138)
Accounts payable and accrued liabilities	(49)	(74)	187	24
Accrued interest	28	(124)	250	3
Other liabilities	(12)	(42)	310	(5)
Net cash provided by (used in) operating activities	**402**	**462**	**187**	**(294)**
Investing Activities				
Property, plant and equipment expenditures	(116)	(138)	(232)	(142)
Nuclear fuel expenditures	(45)	(49)	(80)	(82)
Nuclear decommissioning trust funds investment sale proceeds	1,265	949	2,243	1,817
Nuclear decommissioning trust funds investment purchases	(1,290)	(959)	(2,271)	(1,834)
Equity investments in affiliates	(5)	(8)	(162)	(65)
Proceeds from the sale of non-core assets	8	46	—	—
Increase (decrease) in cash and restricted cash due to consolidation of subsidiaries	—	—	123	—
Other investing activities	12	2	11	26
Net cash provided by (used in) investing activities	**(171)**	**(157)**	**(368)**	**(280)**

(Millions of Dollars)	Successor May 18 through December 31, 2023	Predecessor January 1 through May 17, 2023	Predecessor Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Financing Activities				
Talen Energy Supply long-term debt issuance proceeds	—	—	—	131
Contributions from member	—	1,393	—	—
Exit Financings proceeds, net of discount	—	2,219	—	—
Repayment of Prepetition Secured Indebtedness	—	(3,898)	—	—
Payment of make-whole premiums on Prepetition Secured Indebtedness	—	(152)	—	—
DIP Facilities proceeds, net	—	—	987	—
TLB proceeds, net	288	—	—	—
Talen Energy Supply long-term debt repayments	—	—	—	(114)
Talen Deferred Capacity Obligation issuance proceeds	—	—	—	370
Prepetition Deferred Capacity Obligations repayments	—	—	(176)	(209)
LMBE-MC TLB payments	(294)	(7)	(52)	(27)
Cumulus Digital TLF payments	(15)	—	—	—
Prepetition Inventory Repurchase Obligations, net increase (decrease)	—	—	(165)	—
Prepetition CAF proceeds	—	—	62	827
Prepetition CAF repayments, net	—	—	(62)	—
Deferred finance costs	(7)	(74)	(59)	(23)
Repurchase of warrants	(40)	—	—	—
Repurchase of Riverstone noncontrolling interest	(19)	—	—	—
Derivatives with financing elements	—	(20)	(104)	—
Other	3	—	(5)	1
Net cash provided by (used in) financing activities	**(84)**	**(539)**	**426**	**956**
Net Increase (Decrease) in Cash and Cash Equivalents and Restricted Cash and Cash Equivalents	**147**	**(234)**	**245**	**382**
Beginning of period cash and cash equivalents and restricted cash and cash equivalents	754	988	743	361
End of period cash and cash equivalents and restricted cash and cash equivalents	**$ 901**	**$ 754**	**$ 988**	**$ 743**

See Note 20 in Notes to the Annual Financial Statements for supplemental cash flow information.

The accompanying Notes to the Annual Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EQUITY

(Millions of Dollars, except share data)	Common stock shares [a]	Additional paid-in capital	Accumulated earnings (deficit)	AOCI	Member's Equity	Noncontrolling Interest	Total Equity
December 31, 2021 (Predecessor)	**—**	**$ —**	**$ —**	**$ —**	**$ 733**	**$ —**	**$ 733**
Net income (loss)	—	—	—	—	(1,289)	(4)	(1,293)
Other comprehensive income (loss)	—	—	—	—	(15)	—	(15)
Non-cash consolidation of affiliate subsidiary	—	—	—	—	—	71	71
Non-cash distribution to member	—	—	—	—	(2)	—	(2)
Non-cash contribution from member	—	—	—	—	—	17	17
Cash contribution	—	—	—	—	—	7	7
December 31, 2022 (Predecessor)	**—**	**—**	**—**	**—**	**(573)**	**91**	**(482)**
December 31, 2022 (Predecessor)	**—**	**—**	**—**	**—**	**(573)**	**91**	**(482)**
Net income (loss)	—	—	—	—	479	(14)	465
Other comprehensive income (loss)	—	—	—	—	6	—	6
Cancellation of member's equity [b]	—	—	—	—	88	—	88
Issuance of member's equity [b]	—	—	—	—	2,313	—	2,313
Issuance of warrants [b]	—	—	—	—	8	—	8
Common equity from member's equity exchange	59,029	2,321	—	—	(2,321)	—	—
Non-cash contributions [c]	—	—	—	—	—	38	38
Non-cash distributions, net [d]	—	—	—	—	—	(5)	(5)
May 17, 2023 (Predecessor)	**59,029**	**2,321**	**—**	**—**	**—**	**110**	**2,431**
May 18, 2023 (Successor)	**59,029**	**2,321**	**—**	**—**	**—**	**110**	**2,431**
Net income (loss)	—	—	134	—	—	9	143
Other comprehensive income (loss)	—	—	—	(23)	—	—	(23)
Repurchase of NCI	—	5	—	—	—	(24)	(19)
Cash contribution	—	—	—	—	—	1	1
Non-cash distributions [d]	—	—	—	—	—	(20)	(20)
Stock-based compensation	—	19	—	—	—	—	19
Other	—	1	—	—	—	1	2
December 31, 2023 (Successor)	**59,029**	**$ 2,346**	**$ 134**	**$ (23)**	**$ —**	**$ 77**	**$ 2,534**

(a) Shares in thousands.
(b) Pursuant to the Plan of Reorganization: (i) existing equity interests were canceled; and (ii) new equity interests and equity-classified warrants were issued.
(c) Relates to contributions of cryptocurrency mining machines by TeraWulf to Nautilus.
(d) Relates primarily to a distribution of cryptocurrency mining machines or Bitcoin to TeraWulf.

The accompanying Notes to the Annual Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION AND SUBSIDIARIES

NOTES TO THE ANNUAL FINANCIAL STATEMENTS

Capitalized terms and abbreviations appearing in these Notes to the Annual Financial Statements are defined in the glossary. Dollars are in millions, unless otherwise noted.

"TEC" refers to Talen Energy Corporation. "TES" refers to Talen Energy Supply, LLC. For periods after May 17, 2023, the terms "Talen," "Successor," the "Company," "we," "us" and "our" refer to TEC and its consolidated subsidiaries (including TES), unless the context clearly indicates otherwise. For periods on or before May 17, 2023, the terms "Talen," "Predecessor," the "Company," "we," "us" and "our" refer to TES and its consolidated subsidiaries, unless the context clearly indicates otherwise. See "Reverse Acquisition" in Note 2 for information on an accounting reverse acquisition that occurred at Emergence.

This presentation has been applied where identification of 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 subsidiary is considered important to understanding the matter being disclosed, the specific entity's name is used. Each disclosure referring to a subsidiary also applies to TEC insofar as such subsidiary's financial information is included in TEC's consolidated financial information. TEC and each of its subsidiaries and affiliates are separate legal entities and, except by operation of law, are not liable for the debts or obligations of one another absent an express contractual undertaking to the contrary.

1. Organization and Operations

Talen owns and operates power infrastructure in the United States. We produce and sell electricity, capacity, and ancillary services into wholesale power markets in the United States primarily in PJM, ERCOT, and WECC, with our generation fleet principally located in the Mid-Atlantic, Texas, and Montana. While the majority of our generation is already produced at zero-carbon nuclear and lower-carbon gas-fired facilities, we are reducing the carbon profile of our fleet through conversions and retirements of wholly-owned coal facilities. In addition, we are developing a hyperscale data center campus adjacent to our zero-carbon Susquehanna nuclear facility that will utilize carbon-free, low-cost energy provided directly from the plant. Consistent with our risk management initiatives, we may execute physical and financial commodity transactions involving power, natural gas, nuclear fuel, oil and coal to economically hedge and optimize our generation fleet. As of December 31, 2023 (Successor), our generation capacity was 12,374 MW (summer rating). Talen is headquartered in Houston, Texas.

2. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

Our Annual Financial Statements, which are prepared in accordance with GAAP, include: (i) the accounts of all controlled subsidiaries; (ii) elimination adjustments for intercompany transactions between controlled subsidiaries; (iii) any undivided interests in jointly owned facilities consolidated on a proportionate basis; and (iv) all adjustments considered necessary for a fair presentation of the information set forth. All adjustments are of a normal recurring nature except as otherwise disclosed.

Fresh Start Accounting. After Emergence, TES applied fresh start accounting, which resulted in a new basis of accounting as the Company became a new financial reporting entity. As a result of the application of fresh start accounting and the implementation of the Plan of Reorganization, our financial position and results of operations beginning after Emergence are not comparable to our financial position or results of operations prior to that date. Accordingly, the financial results are presented for: (i) the Predecessor period from January 1 through May 17, 2023; and (ii) the Successor period from May 18 through December 31, 2023. The Annual Financial Statements and Notes thereto have been presented with a black line division to delineate the lack of comparability between the Predecessor and Successor.

Reverse Acquisition. In May 2022, TEC deconsolidated TES for financial reporting purposes because TEC no longer controlled the activities of TES when TES and the other initial Debtors filed voluntary petitions seeking relief under Chapter 11 of the Bankruptcy Code. Under the terms of the Restructuring, TEC regained control of TES at Emergence, which resulted in TEC's reconsolidation of TES. The combination was accounted for as a reverse acquisition in which TEC was the legal acquirer and TES was the accounting acquirer. Such conclusion was based on an assessment of the Plan of Reorganization's economic substance, in which certain creditors of TES effectively equitized their claims against TES into the controlling equity interests of TES, which were then exchanged for the controlling equity interests of TEC. Specifically, a conversion of $2.3 billion of member's equity of TES into 59,028,843 shares of new TEC common stock and equity-classified warrants to purchase common stock issued in accordance with the Plan of Reorganization, which is presented as "Common equity from member's equity exchange" in the Consolidated Statements of Equity.

Accordingly, our Annual Financial Statements are issued under the name of TEC, the legal parent of TES and accounting acquiree, but represent the continuation of the financial statements of TES, the accounting acquirer. This accounting acquirer determination was primarily based on the following facts and circumstances: (i) TES operations comprise substantially all of the ongoing operations of the combined entity; (ii) certain former TES creditors received substantially all voting interests of the combined entity; (iii) certain former TES creditors assumed the power to appoint or remove board members of the combined entity; (iv) TES employs senior management and all employees of the combined entity; and (v) TEC, prior to Emergence, did not have any operations or material assets separate from TES.

The economic substance and related accounting were also used in the determination of fresh start accounting applicability. See Note 4 for additional information on fresh start accounting. See Note 3 for additional information on the legal structure of the Restructuring transactions.

Consolidation of an Affiliate's Subsidiary. In September 2022, TES and its Talen Growth subsidiary exchanged their preferred units in Cumulus Coin Holdings and Cumulus Data Holdings for common units in Cumulus Digital Holdings. Cumulus Coin Holdings and Cumulus Data Holdings were then consolidated by TEC. Following the consummation of the exchange and other related transactions, TES became the primary beneficiary of Cumulus Digital Holdings, a VIE, due to its ability to control the activities that most significantly impact Cumulus Digital Holdings. Accordingly, Cumulus Digital Holdings and its subsidiaries were consolidated by TES as of September 30, 2022. The difference between: (i) the fair value of Cumulus Digital Holdings and its subsidiaries; and (ii) the carrying value of preferred units immediately before the exchange resulted in a loss of $170 million presented as "Consolidation of subsidiary gain (loss)" on the Consolidated Statements of Operations for the year ended December 31, 2022 (Predecessor).

Summary of Significant Accounting Policies

Reclassifications. Certain amounts in the prior period financial statements were reclassified to conform to the current period's presentation. The reclassifications did not affect operating income, net income, total assets, total liabilities, net equity or cash flows.

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.

Restructuring Effects. Prepetition liabilities and obligations whose treatment and satisfaction were dependent on the outcome of the Restructuring are presented as "Liabilities subject to compromise" on the Consolidated Balance Sheets. The carrying value of prepetition liabilities that were subject to compromise are presented at the best estimate of the claim amount permitted by the Bankruptcy Court. Such amounts presented as "Liabilities subject to compromise" on the Consolidated Balance Sheets were subject to adjustments depending on Bankruptcy Court actions, developments with respect to disputed claims, determination of secured status of certain claims, the determination as to the value of any collateral securing claims, proof of claims and (or) other events. Additionally, any income, expenses, gains or losses that were incurred or realized as a direct result of the Restructuring since the Petition Date are presented as "Reorganization income (expense), net" on the Consolidated Statements of Operations.

As of the Petition Date, the Talen Filing Parties ceased recognizing interest expense on certain outstanding unsecured or under-secured prepetition indebtedness. Contractual interest expense represented amounts due under the terms of outstanding prepetition indebtedness. See Note 13 for information on this contractual interest.

See Note 3 for additional information on the Restructuring.

Fair Value of Financial Instruments and Derivatives. Talen carries a portion of its 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. The exit prices are disclosed according to the quality of valuation inputs under a three-tiered hierarchy comprised of: (i) Level 1 inputs that are quoted prices (unadjusted) in active markets for identical assets or liabilities; (ii) Level 2 inputs that are other than quoted prices that are directly or indirectly observable; and (iii) Level 3 inputs that are 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. Level 3 positions at December 31, 2023 (Successor) and December 31, 2022 (Predecessor) were not material.

See Notes 5, 10, 14 and 15 for fair value disclosures.

Operating Revenues and Revenue Recognition. Operating revenues on the Consolidated Statements of Operations are primarily comprised of items presented as: (i) "Capacity revenues;" (ii) "Energy revenues;" and (iii) "Unrealized gain (loss) on derivative instruments" for certain electricity contracts.

Capacity revenues. Includes amounts earned from auctions in ISOs and RTOs and under bilateral contracts to provide available generation capacity that is needed to satisfy system reliability and integrity requirements. Capacity revenues are recognized ratably over the PJM Capacity Year by Talen-owned generation facilities that participate in the auctions and stand ready to deliver generated power. Capacity revenues are based on invoiced amounts corresponding directly to the value provided over a specific time interval.

Energy revenues. Primarily includes: (i) amounts earned from sales to ISOs and RTOs for electric generation and ancillary services products that support transmission and grid operations; (ii) amounts earned for wholesale electricity sales to bilateral counterparties; and (iii) realized gains and losses on commodity derivative instruments.

Sales of each electric generation and ancillary services to ISOs and RTOs represent performance obligations recognized over time based on volumes delivered or services performed at contractually agreed upon day-ahead or real-time market prices.

Sales of wholesale electricity to bilateral counterparties represent performance obligations recognized over a contractually agreed period of time based on volumes delivered at the contractually agreed price.

Sales of electric generation, ancillary services, and wholesale electricity to bilateral counterparties are recognized based on invoiced amounts which corresponds directly with the value provided over a specific time interval.

Certain contracts constitute bundled agreements to sell energy, capacity, and (or) ancillary services. In such cases, all performance obligations are deemed to be delivered and (or) performed at the same time. Accordingly, as the timing of revenue recognition for all performance obligations is the same and occurs over a contractually agreed period of time, it is unnecessary to allocate transaction price to multiple performance obligations.

Realized gains and losses on commodity derivative instruments include the settlements of financial and physical power transactions utilized for the Company's commercial risk management objectives. Realized settlements of these derivative instruments are recognized and presented net within "Energy revenues" on the Consolidated Statements of Operations based on the delivery period of the underlying contract at contractually agreed prices. See "Energy Expenses" below for additional information on realized gains and losses of derivative instruments presented as "Fuel and energy purchases" on the Consolidated Statements of Operations.

Unrealized gain (loss) on derivative instruments. Includes unrealized gains and losses resulting from changes in the fair value of certain power contracts that qualify as derivative instruments. See "Derivative Instruments" below for the recognition criteria of unrealized gains and losses on commodity derivative instruments. See "Energy Expenses" below for additional information on unrealized gains and losses of derivative instruments presented as "Energy expenses" on the Consolidated Statements of Operations.

Nautilus Revenue Recognition and Remeasurement. The primary output of Nautilus's ordinary business activities is providing hash calculation services to solve complex cryptographic algorithms in support of blockchain mining. Nautilus is party to a mining pool arrangement to provide an unspecified amount of its available hash calculations to an unaffiliated mining pool operator. Nautilus is entitled to an enforceable right to compensation from the mining pool operator only for the duration of time over which Nautilus provides its hash calculations.

In exchange for providing hash calculation services to the mining pool operator, Nautilus is entitled to consideration, whether or not the mining pool operator successfully solves a block, based on a 'full-pay-per-share' payout methodology. Nautilus's only performance obligation is to provide hash calculations to the mining pool operator. If Nautilus does not provide hash calculations to the mining pool operator, no consideration is earned by Nautilus nor does Nautilus incur any penalties from the mining pool operator. The Bitcoin earned by Nautilus is all variable noncash consideration. Accordingly, Nautilus recognizes revenue that is measured at fair value using the quoted price for Bitcoin in Nautilus's principal market at the beginning of each day (Coordinated Universal Time).

Bitcoin amounts held by Nautilus are: (i) accounted for as intangible assets with indefinite useful lives; (ii) sold on a first-in-first-out basis; and (iii) measured for impairment whenever indicators of impairment are identified based on its lowest intraday quoted Bitcoin price in Nautilus's principal market for Bitcoin held at the end of each day. To the extent an impairment loss is recognized, a new carrying value is established. Bitcoin held at any individual reporting period is not material because the joint venture agreements require Nautilus to liquidate Bitcoin to support its operations and distribute excess Bitcoin, or proceeds from excess Bitcoin sales, to the joint venture owners no less frequently than once every two weeks. Accordingly, impairments and the gains or loss from Bitcoin sales are not material. See ASU 2023-08 under "Recent Accounting Pronouncements, Not Yet Adopted" for changes to accounting for Bitcoin.

See Note 6 for additional information on revenue.

Energy Expenses. Energy expenses on the Consolidated Statements of Operations are primarily comprised of items presented as: (i) "Fuel and energy purchases;" (ii) "Nuclear fuel amortization;" and (iii) "Unrealized gain (loss) on derivative instruments" for certain commodity purchase contracts.

Fuel and energy purchases. Primarily includes: (i) fuel costs; (ii) environmental product costs; and (iii) realized gain (loss) on commodity derivative instruments.

Fuel costs include the costs incurred by Talen-owned generation facilities for the conversion of natural gas, coal, and (or) oil products to electricity. Fuel for electric generation from natural gas purchases are recognized at the agreed price for natural gas delivered to the applicable generation facility over a contractually agreed period of time. Fuel for electric generation from coal and oil product inventories are recognized at the applicable weighted average inventory cost of volumes consumed.

Environmental product costs primarily include RGGIs and other emission product compliance costs that are mandated by certain states. The estimated cost of compliance is accrued at the time an obligation under the applicable terms of each state's environmental compliance program arises.

Realized gains and losses on commodity derivative instruments include the settlements of financial and physical fuel and environmental product contracts utilized for the Company's commercial risk management objectives. Realized settlements of these derivative instruments are recognized and presented net within "Fuel and energy purchases" on the Consolidated Statements of Operations based on the delivery period of the underlying contract at contractually agreed prices. See "Operating Revenues" above for additional information on realized gains and losses on derivative instruments presented as "Energy revenues" on the Consolidated Statements of Operations.

Nuclear fuel amortization. Nuclear fuel-related costs, including procurement of uranium, conversion, enrichment, fabrication and assemblies, are capitalized and presented as "Property, plant and equipment, net" on the Consolidated Balance Sheets and presented as a cash outflow within the investing activities section on the Consolidated Statements of Cash Flows. Such costs are amortized as the fuel is consumed using the units-of-production method and presented as "Nuclear fuel amortization" on the Consolidated Statements of Operations.

Unrealized gain (loss) on derivative instruments. Includes unrealized gains and losses resulting from changes in the fair value of certain fuel contracts and environmental product contracts that qualify as derivative instruments. See "Derivative Instruments" below for the recognition criteria of unrealized gains and losses on commodity derivative instruments. See "Operating Revenues" above for additional information on unrealized gains and losses of derivative instruments presented as "Operating Revenues" on the Consolidated Statements of Operations.

Derivative Instruments. The fair value of derivative contracts required to be measured at fair value are presented as "Derivative instruments" within assets or liabilities on the Consolidated Balance Sheets. The primary type of derivative instruments utilized are commodity derivatives. Commodity derivative contracts are valued using inputs and assumptions such as contractual volumes, delivery location, forward commodity prices, commodity price volatility, discount rates, and credit worthiness of counterparties. For derivatives that trade in liquid markets, such as generic forwards, swaps, and options, the inputs and assumptions are generally observable. Such instruments are categorized in Level 2.

In most instances, master netting agreements govern derivative transactions between parties and contain certain provisions for setoff rights. The fair value of derivative instruments is presented net of setoff rights and cash collateral deposits. The fair value of commercial contracts that are not subject to netting and (or) collateral provisions is presented gross. Prior to Emergence, the fair value of derivative instruments presented on the Consolidated Balance Sheets was presented gross of setoff rights and cash collateral deposits exchanged between parties under such arrangements.

Unrealized gains or losses associated with a derivative instrument that economically hedges certain risks but where qualified cash flow hedge accounting is not elected or not met are presented on the Consolidated Statements of Operations in the period when such gains or losses arise. As there are no derivatives where qualified hedge accounting has been elected, changes in the fair value of commodity derivatives are presented as "Unrealized gain (loss) on derivative instruments," as a component of either "Operating Revenues" or "Energy Expenses" on the Consolidated Statements of Operations in a manner consistent with the presentation of net realized gains and losses. See "Operating Revenues" and "Energy Expenses" above for a discussion of net realized gains and losses on commodity derivatives. The cumulative net gains or losses for interest rate contracts are presented as "Interest expense and other finance charges" on the Consolidated Statements of Operations.

See Notes 5 and 14 for additional information on the presentation of derivative contracts and fair value measurements.

Operation, Maintenance and Development. The costs of removal, repairs, maintenance, and other operating costs, pre-commercial development activities, and salaries and benefits for operations personnel that each do not meet capitalization criteria are recognized as an expense when incurred. Materials and supplies inventories are recognized as an expense at the weighted average cost of materials consumed as they are used for repairs and maintenance. Costs for pre-commercial development stages of certain projects that are not capitalized as “Property, plant, and equipment, net” on the Consolidated Balance Sheets and recurring operational and maintenance activities are each presented as "Operation, maintenance and development" on the Consolidated Statements of Operations. Development expenses incurred are primarily for pre-commercial activities at Nautilus and hyperscale construction activities at Cumulus Data.

Stock-Based Compensation. TEC grants performance stock units and restricted stock units to certain employees and non-employee directors. The fair value of performance stock units is estimated on the grant date utilizing a Monte Carlo Valuation Model, which contains significant unobservable inputs that are believed to be consistent with those used by principal market participants. The fair value of restricted stock units is derived from the closing price of TEC common stock at the grant date. Forfeitures are recognized as they occur. Unvested performance stock units and restricted stock units are entitled to dividends or dividend equivalents, which are accrued and distributed to award recipients at the time such awards vest. Dividends and dividend equivalents are subject to the same vesting and forfeiture provisions as the underlying awards. Stock-based compensation expense is recognized for both graded and cliff vesting awards on a straight-line basis over the requisite service period for the entire award. Stock-based compensation expense is presented as “General and administrative” on the Consolidated Statements of Operations.

See Note 17 for additional information on our stock-based compensation.

Income Taxes. TEC and its subsidiaries file a consolidated U.S. federal income 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 as income in the period that includes the enactment date. Valuation allowances are recognized to reduce deferred tax assets to the extent necessary to result in an amount that is more likely than not to be realized. Disproportionate income tax effects are removed from AOCI when the circumstance upon which they are premised ceases to exist.

The financial statement effect of a tax position is recognized 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. A previously recognized tax position is reversed in the first period in which it is no longer more-likely-than-not that the tax position would be sustained upon examination. Interest and penalties from tax uncertainties are presented as "Income tax benefit (expense)" on the Consolidated Statements of Operations.

See Note 7 for additional information on income taxes.

Loss Contingencies. Potential losses are accrued when: (i) information is available that indicates it is probable (i.e., likely to occur) that a loss has been incurred, given the likelihood of the uncertain future events; and (ii) the amount of the loss can be reasonably estimated. We continuously assess potential loss contingencies for environmental remediation, litigation claims, regulatory penalties and other events. Loss contingencies are discounted when appropriate. Legal costs are expensed as incurred. See Note 12 for additional information.

Concentrations of Credit Risk. Concentrations of credit risk exist primarily within cash and cash equivalents, receivables and commodity derivative assets. Cash and cash equivalents are generally held in accounts where the amounts deposited exceed the maximum deposit insurance provided by the Federal Deposit Insurance Corporation. Cash and cash equivalents and restricted cash balances are primarily deposited in accounts with major financial institutions with investment grade credit ratings. In certain instances, funds are invested in highly liquid U.S. Treasury securities or other obligations with original maturities of less than 90 days that are issued by or guaranteed by the U.S. Government. Concentrations of credit risk for receivables are primarily attributable to entities that reimburse Talen for certain capital expenditures and operating costs associated with jointly owned facilities. Concentrations of credit risk for commodity derivative assets are primarily attributable to unaffiliated investment grade counterparties which engage in energy marketing activities with Talen Energy Marketing. See Note 5 for additional information on concentrations of credit risk.

Nautilus is subject to concentrations of credit risk associated with its broker and custodial arrangements which provides Nautilus the ability to access markets to liquidate its Bitcoin and to temporarily store Bitcoin prior to liquidation or distribution. Because Nautilus liquidates Bitcoin to support its operations and distributes excess Bitcoin, or proceeds from excess Bitcoin sales, to the joint venture owners at least once every two weeks, Nautilus does not carry any insurance on its broker and custodial accounts.

Cash and Cash Equivalents. Bank deposits, liquid investments, and other similar assets with original maturities of three months or less. Bank deposits, commodity exchange deposits, liquid investments, and other similar assets with original maturities of three months or less that are restricted by agreement are presented as "Restricted cash and cash equivalents" on the Consolidated Balance Sheets. See Note 20 for additional information.

Accounts Receivable. Receivables primarily consist of amounts due from customers, net of any collection allowances. Uncollected receivables greater than 30 days past due are assessed for collectability based on a variety of factors that include, but are not limited to, customer credit worthiness, duration receivables are outstanding, and (or) historical collection experience. Management continuously assesses and considers current economic trends that might impact the amount of future credit losses. Additionally, if it becomes known that a specific customer may have the inability to settle its obligation that is not yet past due, such receivables are assessed for collectability. If these assessments indicate a receivable collection is remote, its carrying value is reduced through an allowance for doubtful accounts measured at management's best estimate, and a charge is presented on the Consolidated Statements of Operations. If any portion of the original carrying value of the receivable is recovered, the allowance and the associated charge are reversed in the period of collection.

Inventory. Inventory consists of fuel for generation (primarily coal and fuel oil), materials and supplies, and environmental products each of which are valued at the lower of weighted average cost or net realizable value. See Note 8 for additional information on inventory.

Leases. Operating leases primarily relate to office space. Right-of-use assets and lease liabilities are recognized at lease commencement for leases with a term greater than 12 months. Lease terms include options to extend or terminate the lease if Talen is reasonably certain to exercise such options. These leases do not contain any material restrictive covenants or residual value guarantees. Talen has elected to not separate lease and non-lease components for all classes of assets. Right-of-use assets are measured as the present value of lease payments over the lease term. The discount rate used is the rate implicit in the lease if readily available or the Company's incremental borrowing rate.

Talen has elected to not recognize the right of use assets and the lease liabilities arising from leases with a short-term duration. A short-term lease is less than 12 months and does not include a purchase option or an option to extend beyond 12 months that Talen is reasonably certain to exercise.

Right-of-use assets are presented as “Other current assets” and “Other noncurrent assets” on the Consolidated Balance Sheets and lease liabilities are presented as “Other current liabilities” and “Other noncurrent liabilities” on the Consolidated Balance Sheets. The carrying value of right-of-use assets and lease liabilities and estimated future lease payments were a non-material amount as of December 31, 2023 (Successor). Additionally, lease expense was a non-material amount for the periods: (i) January 1 through May 17, 2023 (Predecessor); (ii) May 18 through December 31, 2023 (Successor); and (iii) the years ended December 31, 2022 (Predecessor) and December 31, 2021 (Predecessor).

Variable Interest Entities. The primary beneficiary (a controlling financial interest) of a VIE is required to consolidate the VIE when it has both: (i) the power to direct the activities that most significantly impact the entity’s economic performance; and (ii) the obligation to absorb losses or receive benefits from the entity that could potentially be significant to the VIE. Talen consolidates a VIE when it is determined that it is the primary beneficiary of the VIE. Investments in entities in which Talen has the ability to exercise significant influence but does not have a controlling financial interest are accounted for under the equity method.

Investments in Debt and Equity Securities. The NDT holds investments in available-for-sale debt securities and equity securities, which are carried at fair value and presented as "Nuclear decommissioning trust funds" on the Consolidated Balance Sheets.

Unrealized gains and losses, net of income tax, on available-for-sale debt securities are presented as “Other Comprehensive Income (Loss)” on the Consolidated Statements of Comprehensive Income in the period when such gains and losses arise. Realized gains and losses on available-for-sale debt securities are transferred from AOCI to “Nuclear decommissioning trust funds gain (loss), net” on the Consolidated Statements of Operations in the period when the sale of the security occurs. The specific identification method is used to calculate realized gains and losses on debt and equity securities. If an available-for-sale debt security's fair value declines below cost and the decline is determined to be other-than-temporary, the unrealized loss is recognized on the Consolidated Statements of Comprehensive Income in the period when such determination arises.

Unrealized gains and losses and realized gains and losses on equity securities are presented as “Nuclear decommissioning trust funds gain (loss), net” on the Consolidated Statements of Operations in the period when such gains or losses arise.

See Notes 9 and 14 for additional information on investments in debt and equity securities.

Property, Plant and Equipment. Expenditures for land, the construction of facilities, the addition or refurbishment of major equipment, and commercially viable new development projects are capitalized at cost. Such capitalized amounts include interest costs, where appropriate. Facilities, land, and other equipment acquired in a business combination is recognized at fair value. In each case, such amounts are presented as "Property, plant, and equipment, net" on the Consolidated Balance Sheets. Reductions in the carrying value of property, plant and equipment are accumulated over the estimated useful life of each depreciable unit using straight-line or group depreciation methods, where appropriate. Such periodic reduction is presented as a charge to “Depreciation, amortization and accretion” on the Consolidated Statements of Operations. Generally, upon normal retirement of property, plant, and equipment under the group depreciation method, the costs of such assets are retired against accumulated depreciation in the period of the retirement and no gain or loss is recognized. Any remaining carrying value of property, plant and equipment at its retirement date that depreciated under the straight-line depreciation method is presented as a loss within "Other operating income (expense), net" on the Consolidated Statements of Operations. Any remaining carrying value of property, plant and equipment at its sale date and any proceeds from the disposition are presented as a gain or loss net on the Consolidated Statements of Operations.

Expenditures for intangible assets such as contractual rights, software and licenses are capitalized at cost and are presented as "Property, plant and equipment, net" on the Consolidated Balance Sheets. Reductions in the carrying value of intangible assets with finite useful lives are accumulated over the estimated useful life of each intangible asset using an amortization pattern which reflects the economic benefits of the intangible asset. Such periodic reduction is presented as a charge to “Depreciation, amortization and accretion” on the Consolidated Statements of Operations.

See “Impairments” below for additional information regarding impairments on the carrying values of property, plant and equipment.

See Note 10 for additional information on property, plant and equipment.

Impairments. Property, plant and equipment used in operations are assessed for impairment whenever changes in facts and circumstances indicate the carrying value of the asset group may not be recoverable. Indicators of impairment may include changes in the economic environment, negative financial trends, physical damage to assets or decisions of management regarding strategic initiatives. Where applicable, individual assets are grouped for impairment purposes at the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of other assets and liabilities. If there is an indication the carrying value of an asset group may not be recovered, management reviews the expected future cash flows of the asset group. If the sum of the undiscounted pre-tax cash flows is less than the carrying value of the asset group, the asset group is written down to its estimated fair value. Impairment charges are presented as "Impairments" on the Consolidated Statements of Operations in the period in which the impairment condition arises. If facts and circumstances indicate that the carrying value of an asset under construction will have no future economic benefit, such amounts are presented on the Consolidated Statements of Operations in the period in which such projects are abandoned, canceled, or management otherwise determines the costs to be unrecoverable.

Fair value may be determined by a variety of valuation methods including third-party appraisals, market prices of similar assets, and present value techniques. However, as there is generally a lack of quoted market prices for long-lived assets, the fair value of impaired assets is typically determined based on the present values of expected future cash flows using discount rates that are believed to be consistent with those used by principal market participants. The estimated cash flows and related fair value computations consider all available evidence at the date of the review, such as estimated future generation volumes, forward capacity and commodity prices, energy prices, operating costs, capital expenditures, and environmental costs.

See Note 10 for information on impairments.

Asset Retirement Obligations. A liability for an ARO or conditional ARO exists when a legal obligation arises from laws, regulations or other contractual requirements for the retirement of tangible long-lived assets. When an ARO liability is incurred, which is typically at asset construction or through assumption of the liability in connection with a business combination, it is initially recognized at fair value. Fair value measurements are estimated under a present value technique and are discounted using a credit-adjusted risk-free rate. Additionally, given the inherent uncertainty in estimating the amount of cash flows to settle an ARO liability or its settlement date, fair value estimates include a market risk premium and a range of possible cash flow outcomes, where applicable. At the initial recognition, the effects on the Consolidated Balance Sheets include: (i) an increase to “Asset retirement obligations and accrued environmental costs” for the portion of ARO to be settled after one year and (or) “Other current liabilities” for the portion of the ARO to be settled within one year; and (ii) an offsetting increase to “Property, plant, and equipment” for the asset retirement capitalized cost. Estimated future ARO cash expenditures and settlement dates are reviewed periodically to identify any required amendments to the carrying value of each ARO liability.

ARO liabilities increase over a period of time through the recognition of accretion expense to recognize changes in the obligation due to the passage of time. The asset retirement capitalized cost is depreciated at a rate consistent with the useful life of the associated long-lived asset. The depreciation of the asset retirement capitalized cost and the accretion of the ARO liability are each presented as "Depreciation, amortization and accretion" on the Consolidated Statements of Operations. An ARO liability amendment associated with a long-lived asset that is not fully impaired or depreciated is recognized through an adjustment to the ARO liability and the asset retirement capitalized cost. Any revision to the asset retirement capitalized cost is generally depreciated over the remaining life of the associated long-lived asset. An ARO liability amendment associated with a fully impaired or depreciated asset is presented as "Other operating income (expense), net" on the Consolidated Statements of Operations. At settlement, a gain or loss will arise if the cash expenditures to settle the ARO liabilities are different than the carrying values. Such gains or losses are presented as "Other operating income (expense), net" on the Consolidated Statements of Operations.

A conditional ARO refers to an entity's legal obligation to perform an asset retirement activity in which the timing or method of settlement is conditional on a future event that may or may not be within the entity's control. There may also be instances when there is no available information regarding the ultimate ARO settlement timing or the fair value of the obligation may not be reasonably estimable. If sufficient information becomes available to reasonably estimate the fair value of the liability for an ARO or a conditional ARO, a liability is recognized in the period in which it is determined.

See Note 11 for additional information on AROs.

Contingencies. Management continuously assesses potential loss contingencies for environmental remediation, litigation claims, regulatory penalties and other events. Potential losses are accrued when: (i) information is available that indicates it is probable (i.e., likely to occur) that a loss has been incurred, given the likelihood of the uncertain future events; and (ii) the amount of the loss can be reasonably estimated. Loss contingencies are recognized at management's best estimate, which may be discounted, where appropriate. Loss contingencies exclude estimates for any legal fees, which are recognized as incurred when the legal services are performed. See Note 12 for additional information on loss contingencies.

Business interruption insurance proceeds are considered gain contingencies and not recognized until realized.

Debt. Proceeds received on the issuance of new term loans, secured notes, unsecured notes, bonds, and similar indebtedness are presented as "Long-term debt" or "Long-term debt, due within one year" on the Consolidated Balance Sheets. Interest incurred as paid-in-kind, whether accrued or capitalized as additional principal are presented as "Long-term debt" with the associated outstanding amounts of indebtedness. Costs incurred to issue new indebtedness and any original issuance discounts or premiums are deferred at issuance on the Consolidated Balance Sheets and presented together with the associated outstanding principal amounts of indebtedness.

Interest accrues on outstanding principal amounts of indebtedness based on contractually determined rates during each period. Costs incurred for the issuance of indebtedness and any original issuance discounts or premiums are subsequently amortized through the expected maturity date of the associated indebtedness under the effective interest rate method and are presented as "Interest expense and other finance charges" on the Consolidated Statements of Operations.

Gains and losses on the: (i) early redemption of indebtedness; or (ii) early termination and (or) reduction of revolving credit facility committed capacity are presented as a gain or loss on the Consolidated Statements of Operations. Such amounts include the proportional derecognition of any deferred financing costs, fees, discounts, and (or) premiums associated with the indebtedness.

Direct cash borrowings under secured lines of credit, revolving credit facilities, and similar indebtedness are presented as "Revolving credit facilities" on the Consolidated Balance Sheets. Costs incurred to issue new arrangements are deferred and presented as "Other current assets" or "Other non-current assets" on the Consolidated Balance Sheets. Interest accrues on direct cash borrowings and LCs based on contractually determined rates during each period.

Costs incurred to issue new arrangements are subsequently amortized through the expected expiration of the associated arrangement under the straight-line method. Commitment fees on available but unused credit facility capacity are expensed as incurred. Such costs are presented as "Interest expense and other finance charges" on the Consolidated Statements of Operations.

See Note 13 for additional information on debt.

Postretirement Benefit Obligations. Talen sponsors or participates in, as applicable, various qualified and non-qualified defined benefit pension plans and other postretirement benefit plans. Gains and losses, net of income tax, that arise and are not a component of net periodic defined benefit costs are presented as "Other Comprehensive Income (Loss)" on the Consolidated Statements of Comprehensive Income.

Following Emergence, actuarial gains and losses in excess of the greater of 10% of the plan's projected benefit obligation or the market-related value of plan assets are amortized over (i) the expected average remaining service period of active plan participants for active plans; or (ii) the average future remaining lifetime of the plan participants of frozen plans. Prior to Emergence, Talen used an accelerated amortization method for the recognition of gains and losses for defined benefit pension plans: (i) actuarial gains and losses in excess of 30% of the plan's projected benefit obligation are amortized on a straight-line basis over one-half of the expected average remaining service of active plan participants; and (ii) actuarial gains and losses in excess of 10% of the greater of the plan's projected benefit obligation or the market-related value of plan assets and less than 30% of the plan's projected benefit obligation are amortized on a straight-line basis over the expected average remaining service period of active plan participants.

Following Emergence, a spot rate curve that represents a portfolio of high-quality corporate bonds is used to develop the discount rate utilized to measure the projected benefit obligations and service costs for benefit plans. Prior to Emergence, a bond matching methodology was utilized, based on a specific portfolio of bonds that closely match the overall cash flow timing and duration of the benefit plans.

Talen is obligated to provide health care benefits under the Coal Act and pneumoconiosis (black lung) benefits under the Black Lung Act for retired miners and eligible beneficiaries. Benefits are funded from a VEBA trust and a trust maintained under certain federal and state black lung legislation. Shortfalls in funded status of the plans are assessed as contingent liabilities. As such, Talen recognizes funding shortfalls on its balance sheet, where applicable, if benefit obligations of either plan exceed the fair value of available trust assets.

See Note 15 for additional information about the plans and the accounting for defined benefits.

Recent Accounting Pronouncements, Not Yet Adopted

ASU 2023-07. In November 2023, the FASB issued ASU 2023-07,*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. This ASU requires enhanced disclosures about significant segment expenses. The ASU is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company is evaluating the disclosure impact of this ASU and expects to adopt it in the required period.

ASU 2023-08. In December 2023, the FASB issued ASU 2023-08,*Intangibles—Goodwill and Other—Crypto Assets (Subtopic 350-60): Accounting for and disclosure of Crypto Assets*. This ASU requires cryptocurrency assets to be measured at fair value with changes in fair value recognized in net income. The amendments also require disclosures on significant cryptocurrency holdings, contractual sale restrictions, and changes during the reporting period. The ASU is effective for fiscal years beginning after December 15, 2024, including interim periods within those fiscal years. Early adoption is permitted for both interim and annual financial statements that have not yet been issued. Nautilus is evaluating the impact of this ASU and expects to adopt it in the required period.

ASU 2023-09. In December 2023, the FASB issued ASU 2023-09*Income Taxes (Topic 740): Improvements to Income Tax Disclosures.*This ASU requires annual disclosures for specific categories in the rate reconciliation and additional information for reconciling items that meet a quantitative threshold. The ASU is effective for annual periods beginning after December 15, 2024. Early adoption is permitted for annual financial statements that have not yet been issued. The Company is evaluating the disclosure impact of this ASU and expects to adopt it in the required period.

3. Talen Emergence from Restructuring

Voluntary Reorganization Under Chapter 11 of the U.S. Bankruptcy Code

In May 2022, TES and the other initial Debtors filed voluntary petitions seeking relief under Chapter 11 of the Bankruptcy Code. In December 2022, TEC became a Debtor in the Restructuring in order to facilitate certain transactions contemplated by the Plan of Reorganization. The Plan of Reorganization was approved by the requisite parties in November 2022, was confirmed by the Bankruptcy Court in December 2022, and was consummated and became effective in May 2023, when the Debtors emerged from the Restructuring.

Settlements, Restructuring Support Agreement, and Backstop Commitment Letter

Prior to and during the Restructuring, the Debtors reached a number of settlements with certain stakeholders in the Restructuring (including certain holders of claims under the Prepetition Unsecured Notes, Prepetition CAF, Prepetition TLB, and Prepetition Secured Notes, as well as Riverstone and TEC), each of which resolved outstanding issues among the Debtors and those parties. These settlements were agreed to in the RSA. An additional settlement was reached with the Official Committee of Unsecured Creditors of the Debtors, which resolved all of the Committee's outstanding issues in the Restructuring. The terms of the RSA and the settlements were incorporated into the final Plan of Reorganization.

Pursuant to the settlements, the settling parties agreed to support the Plan of Reorganization and the Restructuring transactions outlined below, which included a common equity Rights Offering of up to $1.9 billion. The Backstop Parties, comprised of certain holders of claims under the Prepetition Unsecured Notes, also entered into the Backstop Commitment Letter, under which they agreed to purchase up to $1.55 billion of the new equity offered in the Rights Offering to the extent not fully subscribed. As consideration for their backstop commitments, the Backstop Parties became entitled to subscription rights to purchase 30% of the new equity issued in the Rights Offering and a Backstop Premium payment in the form of cash and (or) new equity. Pursuant to the Rights Offering, TEC raised $1.4 billion of additional equity capital.

Plan of Reorganization and Emergence from Restructuring

The Plan of Reorganization implemented, among other things, the transactions contemplated by the RSA and the related settlements. The Restructuring was completed, and the Debtors emerged from the Restructuring, on May 17, 2023. Pursuant to the Plan of Reorganization, among other things:

- Claims against TEC were paid in full in cash or reinstated. All existing equity interests in TEC were extinguished, and new equity interests in TEC were issued as follows:
    - Holders of claims under TES's Prepetition Unsecured Notes and PEDFA 2009A Bonds received: (i) 99% of the TEC common stock (subject to dilution), less the Retail PPA Incentive Equity issued to Riverstone at Emergence; and (ii) subscription rights to purchase additional shares of TEC common stock in the Rights Offering (or, in the case of certain ineligible holders, cash in lieu thereof).
    - Riverstone received: (i) 1.00% of the TEC common stock (after giving effect to the Rights Offering and payment of the remaining Backstop Premium); (ii) the Retail PPA Incentive Equity; and (iii) warrants to purchase additional shares of TEC common stock.
    - The remaining portion of the Backstop Premium was paid to the Backstop Parties in the form of TEC common stock.
    - The Rights Offering was consummated, which resulted in net cash proceeds of approximately $1.4 billion. Approximately 92% of claims under TES's Prepetition Unsecured Notes and PEDFA 2009A Bonds were tendered in the Rights Offering, and the Backstop Parties were required to purchase the remainder of the unsubscribed for new TEC common stock attributable to the remaining claims under the Prepetition Unsecured Notes and PEDFA 2009A Bonds.
- All intercompany equity interests among the Debtors were reinstated so as to maintain the pre-existing organizational structure of the Debtors. Intercompany claims among the Debtors were cancelled, released, discharged, and extinguished.

- The Exit Financings were consummated, comprised of: (i) the RCF, a $700 million revolving credit facility, including letter of credit commitments of $475 million; (ii) the TLB of $580 million; (iii) the TLC of $470 million (the proceeds of which were used to cash collateralize LCs under the TLC LCF); (iv) the TLC LCF, which provides commitments for up to $470 million in LCs (cash collateralized with the proceeds of the TLC); (v) the Bilateral LCF, which provides commitments for up to $75 million in LCs; and (vi) $1.2 billion of Secured Notes.
- The proceeds of the Rights Offering and the Exit Financings, together with cash on hand, were used to fully repay the DIP Facilities and to pay other claims in cash as follows:
  - Holders of claims under the Prepetition CAF received their share of approximately $1.0 billion, as agreed in the relevant settlement.
  - Holders of prepetition first lien secured claims (other than those under the Prepetition CAF) received their share of approximately $2.1 billion, as agreed in the relevant settlement.
  - Holders of Other Secured Claims (as defined in the Plan of Reorganization) received the unpaid portion of their allowed claims.
- Each holder of a General Unsecured Claim (as defined in the Plan of Reorganization) received its pro rata share of interests in a $26 million pool of cash set aside for general unsecured creditors (the "GUC Trust"). To the extent any proceeds were recovered by the Debtors pursuant to the PPL/Talen Montana litigation, 10% of the net proceeds recovered were to be contributed to the GUC Trust, subject to a cap of $11 million. Talen Montana contributed $11 million to the GUC Trust in December 2023 following the settlement of the PPL/Talen Montana litigation. See Note 12 for additional information on the PPL/Talen Montana litigation and the related settlement.

4. Fresh Start Accounting

At Emergence, TES adopted fresh start accounting as: (i) the holders of existing voting shares before the consummation of the Plan of Reorganization received less than 50% of the voting shares of the Successor; and (ii) the reorganization value of TES's assets immediately prior to confirmation of the Plan of Reorganization of $7.8 billion was less than the total of post-petition liabilities and allowed claims of $9.8 billion. Accordingly, TES allocated its reorganization value to its individual assets based on their estimated fair values.

Reorganization Value

Reorganization value is derived from an estimate of enterprise value, or the fair value of the Company's interest-bearing debt and member's equity. As negotiated in the Plan of Reorganization and related disclosure statement approved by the Bankruptcy Court, the enterprise value as of Emergence was $4.5 billion. Management engaged third-party valuation advisors to assist in estimating the enterprise value and allocating the enterprise value to the assets and liabilities for financial reporting purposes as of Emergence. Enterprise value assumptions incorporated: (i) economic and industry information relevant to the business; (ii) internal financial information and operating data; (iii) historical financial information; and (iv) financial projections and other applicable assumptions. The valuation techniques used to estimate the enterprise value as of Emergence included the income approach, market approach, and cost approach, with consideration of the exit market and nature of the applicable asset or liability subject to valuation.

The Company's principal assets are generation facilities whose values were determined by a discounted cash flow analysis based on management's latest outlook of the business through the end of their expected useful lives. The forward-looking projections considered: (i) company-specific factors, such as unit characteristics, plant dispatch, operating expenses, capital expenditures and estimated economic useful lives; and (ii) macroeconomic factors, such as capacity prices, energy prices, fuel prices, market supply and demand factors, inflation factors, and environmental regulations. Commodity prices used to estimate future cash flows in observable periods were primarily based on adjusted exchange prices, prices provided by brokers, or prices provided by price service companies that are corroborated by market data. Commodity prices for future unobservable periods used third party pricing services that incorporate industry standard methodologies that may consider the historical relationships among various commodities, modeled market prices, inflation assumptions, and other relevant economic measures. Future estimates for capital expenditures and operating expenses, such as major maintenance and employee compensation were estimated considering unit operating experience, recent historical financial information, and expected operating performance. The expected useful lives of the generation facilities were estimated through 2050 and incorporated expectations regarding the economic prospects of each unit, permitting and licensing, regulatory requirements, and (or) other considerations. The cash flow estimates incorporated a federal effective tax rate of 21% and the applicable state tax rate based on the location of each generation facility. The present value of expected future cash flows utilized a weighted average cost of capital discount rate that ranged from 8.5% to 46.5%. The discount rate utilized for nuclear generation was 8.5% and certain natural gas generation facilities were estimated near the low end of the range. Certain coal and natural gas generation units were estimated near the high end of the range. Discount rates for each generation facility considered, among other things, unit characteristics, fuel type, and market location.

The assumptions used to estimate the reorganization value considered all available evidence as of Emergence, are believed to be consistent with those used by the principal market participants and outlook for each generation facility, and represent management's best estimate of reorganization value. However, such assumptions are inherently uncertain and require judgment. Accordingly, changes to sensitive assumptions, which primarily include commodity prices and discount rates, would have a reasonable possibility of significantly affecting the measurement of the reorganization value. See below under "Fresh Start Adjustments" for additional information regarding assumptions used in the measurement of the Company's various other significant assets and liabilities.

Upon the application of fresh start accounting, the Company preliminarily allocated the reorganization value to its individual assets based on their estimated fair values. The following table reconciles the Company's enterprise value to the estimated reorganization value at Emergence:

	May 17, 2023
Enterprise value[(a)]	$ 4,500
Plus: Cash and cash equivalents and Restricted cash and cash equivalents[(b)]	701
Plus: Current liabilities excluding long-term debt due within one year	514
Plus: Non-current liabilities excluding long-term debt and liability-classified warrants	1,234
Plus: Fair value of noncontrolling interest	110
Reorganization value to be allocated	**$ 7,059**

(a) Excludes any value associated with noncontrolling interest.
(b) Excludes $52 million for payment of professional fees.

The following table reconciles TES's enterprise value to the estimated fair value at Emergence:

	May 17, 2023
Enterprise value [(a)]	$ 4,500
Plus: Cash and cash equivalents and Restricted cash and cash equivalents [(b)]	701
Less: Fair value of debt	(2,845)
Less: Liability-classified warrants	(35)
Fair value of member's equity [(c)]	**2,321**
Plus: Fair value of noncontrolling interest	110
Fair value of equity	**$ 2,431**

(a) Excludes any value associated with noncontrolling interest.
(b) Excludes $52 million for payment of professional fees.
(c) Issued in accordance with the Plan of Reorganization. Includes 59,028,843 shares of TEC common stock and $8 million of equity-classified warrants.

Consolidated Balance Sheet

The "Reorganization Adjustments" on the fresh start Consolidated Balance Sheet as of Emergence present the aggregate effect of the transactions contemplated by the Plan of Reorganization. The "Fresh Start Adjustments" present the preliminary fair value and other required adjustments as a result of applying fresh start accounting. The explanatory notes provide additional information related to the adjustments, the methods used to determine fair values, and significant assumptions.

	May 17, 2023			
Assets	**Predecessor**	**Reorganization Adjustments [a]**	**Fresh Start Adjustments**	**Successor**
Cash and cash equivalents	$ 1,302	$ (1,133) [b]	$ —	$ 169
Restricted cash and cash equivalents	240	426 [c]	(81) [q]	585
Accounts receivable, net	148	(3) [d]	—	145
Inventory, net	448	—	(141) [r]	307
Derivative instruments	818	—	(632) [q]	186
Other current assets	135	—	(5) [s]	130
Total current assets	**3,091**	**(710)**	**(859)**	**1,522**
Property, plant and equipment, net	4,322	—	(458) [t]	3,864
Nuclear decommissioning trust funds	1,465	—	—	1,465
Derivative instruments	37	—	(37) [q]	—
Other noncurrent assets	146	(12) [e]	74 [u]	208
Total Assets	**$ 9,061**	**$ (722)**	**$ (1,280)**	**$ 7,059**
Liabilities and Equity				
Revolving credit facilities	$ 848	$ (848) [f]	$ —	$ —
Long-term debt, due within one year	1,005	(1,000) [g]	—	5
Accrued interest	288	(284) [h]	—	4
Accounts payable and other accrued liabilities	382	3 [i]	—	385
Derivative instruments	711	—	(654) [q]	57
Other current liabilities	414	(349) [j]	3 [v]	68
Total current liabilities	**3,648**	**(2,478)**	**(651)**	**519**
Long-term debt	2,504	281 [k]	55 [w]	2,840
Liabilities subject to compromise	2,788	(2,788) [l]	—	—
Derivative instruments	135	—	(93) [q]	42
Postretirement benefit obligations	(1)	302 [m]	34 [x]	335
Asset retirement obligations and accrued environmental costs	580	202 [m]	(340) [y]	442
Deferred income taxes	82	283 [n]	(8) [z]	357
Other noncurrent liabilities	19	60 [o]	14 [aa]	93
Total Liabilities	**9,755**	**(4,138)**	**(989)**	**4,628**
Member's equity	(818)	3,416 [p]	(277) [bb]	2,321
Noncontrolling interests	124	—	(14) [cc]	110
Total Equity	**(694)**	**3,416**	**(291)**	**2,431**
Total Liabilities and Equity	**$ 9,061**	**$ (722)**	**$ (1,280)**	**$ 7,059**

Reorganization Adjustments

The reorganization adjustments required in connection with the application of fresh start accounting and the allocation of the enterprise value were:

(a) Emergence adjustments for the implementation of the Plan of Reorganization. Such adjustments include: (i) settlement of prepetition liabilities subject to compromise; (ii) payment of certain prepetition indebtedness; (iii) issuances of member's equity; (iv) recognition of new indebtedness and related restricted cash; and (v) other items.

(b) The uses of "Cash and cash equivalents" at Emergence resulting from the implementation of the Plan of Reorganization were:

Proceeds from Rights Offering	$	1,400
Proceeds from TLB and TLC		1,019
Proceeds from Secured Notes		1,200
Release of restricted cash		89
Payment of claims under Prepetition CAF		(1,029)
Payment of claims under other Prepetition Secured Indebtedness		(2,136)
Payment of DIP TLB		(1,012)
Restriction of cash relating to TLC LCF		(470)
Payment of debt issuance costs on TLB, TLC and Secured Notes		(54)
Funding of professional fees escrow account		(52)
Payment of hedge rejections		(42)
Payment to general unsecured creditors trust		(26)
Payment of professional fees		(22)
Other [(a)]		2
Total uses of Cash and cash equivalents	**$**	**(1,133)**

(a) Includes $1 million of proceeds from Riverstone for payment to general unsecured creditors trust.

(c) "Restricted cash and cash equivalents" net change:

Restriction of cash relating to TLC LCF	$	470
Funding of professional fees escrow account		52
Release of restricted cash		(89)
Payment of professional fees		(7)
Net change in Restricted cash and cash equivalents	**$**	**426**

(d) "Accounts receivable, net" net change related to settlement of affiliate receivables.

(e) "Other noncurrent assets" net change:

Write-off of debt issuance costs associated with Prepetition CAF	$	(22)
Reclassification of previously capitalized debt issuance costs to Long-term debt		(14)
Capitalization of debt issuance costs		24
Net change in Other noncurrent assets	**$**	**(12)**

(f) Payment of principal amounts owed under Prepetition CAF.

(g) Repayment of DIP Facilities.

(h) “Accrued interest” net change:

Payment of accrued interest on Prepetition CAF	$	(183)
Payment of accrued interest on other Prepetition Secured Indebtedness		(89)
Payment of accrued interest on DIP Facilities		(12)
Net change in Accrued interest	**$**	**(284)**

(i) “Accounts payable and other accrued liabilities” net change:

Payment of hedge contract rejections	$	(42)
Payment of professional fees		(6)
Reinstatement of liabilities subject to compromise		38
Accrual for professional fees incurred at Emergence		13
Net change in Accounts payable and other accrued liabilities	**$**	**3**

(j) “Other current liabilities” net change:

Issuance of equity for Backstop Premium	$	(380)
Reinstatement of liabilities subject to compromise		31
Net change in Other current liabilities	**$**	**(349)**

(k) “Long-term debt” net change:

Payment of claims under Prepetition Secured Indebtedness	$	(2,048)
Borrowings of $1.2 billion under the Secured Notes [(a)]		1,179
Borrowings of $580 million under TLB [(b)]		548
Borrowings of $470 million under TLC [(c)]		446
Reinstatement of PEDFA 2009B Bonds and PEDFA 2009C Bonds [(d)]		130
Write-off of Prepetition Secured Indebtedness issuance costs		26
Net change in Long-term debt	**$**	**281**

(a) Net of an aggregate initial purchaser discount and debt issuance costs of $21 million. See Note 13 for additional information.
(b) Net of an aggregate original issue discount and debt issuance costs of $32 million. See Note 13 for additional information.
(c) Net of an aggregate original issue discount and debt issuance costs of $24 million. See Note 13 for additional information.
(d) Includes recognition of $4 million of interest expense.

(l) "Liabilities subject to compromise" settled or reinstated at Emergence in accordance with the Plan of Reorganization:

Liabilities subject to compromise prior to Emergence		
Debt	$	1,555
Termination of retail contracts		447
Postretirement benefit obligations		305
Asset retirement obligations and accrued environmental costs		220
Other liabilities		92
Deferred tax liabilities		77
Accounts payable and accrued liabilities		51
Accrued interest		41
Total		2,788
Reinstatement and settlements of certain Liabilities subject to compromise		
Reinstatement of liabilities subject to compromise [(a)]		(801)
Excess fair value ascribed to lenders participating in Rights Offering		(315)
Issuance of member's equity to holders of claims under Prepetition Unsecured Notes and PEDFA 2009A Bonds		(186)
Payment to general unsecured creditors trust		(24)
Total		(1,326)
Gain on derecognition of certain Liabilities subject to compromise [(b)]	**$**	**1,462**

(a) Primarily includes postretirement benefit obligations, AROs, and deferred income taxes.
(b) Represents liabilities subject to compromise that were discharged in accordance with the Plan of Reorganization.

(m) Reinstatement of "Liabilities subject to compromise."

(n) "Deferred income taxes" net change:

Increase in deferred tax liabilities primarily due to estimated tax attribute reduction from the recognition of cancellation of debt income, partially offset by change in valuation allowance	$	206
Reinstatement of liabilities subject to compromise		77
Net change in Deferred income taxes	**$**	**283**

(o) "Other noncurrent liabilities" net change:

Issuance of liability-classified warrants [(a)]	$	35
Reinstatement of liabilities subject to compromise		25
Net change in Other noncurrent liabilities	**$**	**60**

(a) See Note 16 for additional information.

The estimated fair value of liability-classified warrants was determined using a Black-Scholes Option Pricing Model with the following assumptions at Emergence:

Expected volatility		30.00 %
Expected term (years)		5
Expected dividend yield		— %
Risk-free interest rate		3.6 %
Strike price per share	$	52.92
Fair value per share	$	11.29

(p) "Member's equity" net change:

Gain on settlement of liabilities subject to compromise	$	1,462
Other losses attributable to gain on debt discharge		(3)
Gain on debt discharge		**1,459**
Write-off of deferred financing cost		(46)
Professional fees expensed at Emergence		(27)
Restructuring-related compensation expense		(8)
Total reorganization items from reorganization adjustments		**1,378**
Interest expense incurred at Emergence		(4)
Income from reorganization adjustments before income taxes		**1,374**
Income tax expense		(206)
Net income from reorganization adjustments		**1,168**
Issuance of member's equity in connection with Rights Offering		1,715
Issuance of member's equity for Backstop Premium		380
Issuance of member's equity to holders of claims under Prepetition Unsecured Notes and PEDFA 2009A Bonds		186
Issuance of equity-classified warrants [(a)]		8
Issuance of liability-classified warrants [(a)]		(35)
Other [(b)]		(6)
Net change in Member's equity	**$**	**3,416**

(a) See Note 16 for additional information.
(b) Includes $1 million of proceeds from Riverstone for payment to general unsecured creditors trust.

Fresh Start Adjustments

(q) Net presentation of derivatives on the Consolidated Balance Sheets. See Note 2 for additional information on this policy change.

(r) "Inventory, net" fair value adjustments:

Coal	$	(33)
Oil products		11
Materials and supplies		(133)
Environmental products		14
Total adjustment to Inventory, net	**$**	**(141)**

The fair values for oil, coal and environmental products were estimated using current market prices. The fair values of materials and supplies were estimated using an indirect cost approach. The cost approach estimates fair value by considering the amount required to construct or purchase a new asset of equal utility at current prices, with adjustments for asset function, age, physical deterioration and obsolescence.

(s) "Other current assets" primarily represents miscellaneous fair value adjustments.

(t) "Property, plant and equipment" fair value adjustments:

Electric generation	$	(350)
Other property and equipment		(80)
Intangible assets		(65)
Capitalized software		(3)
Construction work in progress		40
Total adjustment to Property, plant and equipment	**$**	**(458)**

The fair value of "Property, plant and equipment" was estimated using the income approach, market approach and cost approach, as applicable. The fair value of land was estimated utilizing the market approach, which considered comparable market-based transactions within a defined area based on size, use and utility.

(u) "Other noncurrent assets" fair value adjustments:

Favorable supply contracts [(a)]	$	109
Fair value adjustment to equity method investments		3
Eliminate debt issuance costs associated with DIP Facilities		(29)
Fair value reduction to other miscellaneous assets		(9)
Total adjustment to Other noncurrent assets	**$**	**74**

(a) The fair value of supply contracts was determined utilizing the present value of the after-tax difference between the pricing of actual contracts in place and a current market benchmark.

(v) "Other current liabilities" fair value adjustments, primarily related to short-term AROs.

(w) "Long-term debt" fair value adjustments:

Eliminate debt issuance costs associated with Prepetition Secured Notes, Prepetition TLB and LMBE-MC TLB[(a)]	$	48
Fair value adjustment to Cumulus Digital TLF[(a)]		11
Fair value adjustment to LMBE-MC TLB[(a)]		(4)
Total adjustment to Long-term debt	**$**	**55**

(a) See Note 13 for additional information.

Fair value adjustments to "Long-term debt" were determined using a lattice model, given that the debt can be prepaid by the borrower prior to the maturity date.

(x) Change in accounting policy for discount rates used to estimate postretirement obligations from a bond-matching model to yield curve approach. See Note 2 for additional information.

(y) Adjustment to present at fair value AROs using assumptions as of Emergence, including an inflation factor of 2-3% and an estimated 5- to 20-year credit-adjusted risk-free rate of 8-12% based on timing of cash flows for each underlying obligation.

(z) Adjustment to "Deferred income taxes" for the change in financial reporting basis of assets and liabilities as a result of the adoption of fresh start accounting.

(aa) Fair value adjustments primarily related to unfavorable supply contracts of $13 million and the recognition of unfavorable lease liabilities. The fair value of supply contracts was determined utilizing the present value of the after-tax difference between the pricing of actual contracts in place and current market benchmarks.

(bb) Cumulative impact of fresh start accounting adjustments presented herein.

(cc) "Noncontrolling interests" fair value adjustments for certain subsidiaries.

Liabilities Subject to Compromise

As of December 31, 2022 (Predecessor), "Liabilities subject to compromise" on the Consolidated Balance Sheets represents the expected allowed amount of the prepetition claims of the Debtors that were not fully secured and that had at least a possibility of not being repaid at the full claim amount.

	Predecessor
	December 31, 2022
Debt [(a)]	$ 1,558
Termination of retail power and other contracts	447
Postretirement benefit obligations [(a)]	309
Asset retirement obligations and accrued environmental costs [(a)]	219
Other liabilities [(a)]	114
Deferred tax liabilities	83
Accounts payable and accrued liabilities	53
Accrued interest	41
Derivatives [(a)]	1
Liabilities Subject to Compromise	**$ 2,825**

(a) Includes both current and noncurrent amounts.

Reorganization Income (Expense), net

"Reorganization income (expense), net" for the periods presented were:

	Successor	Predecessor	
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022
Backstop Premium	$ —	$ (70)	$ (310)
Gain (loss) on debt discharge	—	1,459	—
Gain (loss) on revaluation adjustments	—	(460)	—
Professional fees	—	(56)	(210)
Make-whole premiums and accrued interest on certain indebtedness	—	(21)	(183)
Professional fees incurred to obtain the DIP Facilities	—	—	(70)
Write-off of deferred financing cost and original issue discount	—	(46)	(30)
Other	—	(7)	(9)
Reorganization Income (Expense), net	**$ —**	**$ 799**	**$ (812)**

In the preceding table, make-whole premiums and accrued interest on certain indebtedness primarily represents charges recognized by the Debtors for estimates related to make-whole premiums and accrued interest, where applicable, on the Prepetition CAF and certain other Prepetition Secured Indebtedness. The charges are presented as "Reorganization income (expense), net" on the Consolidated Statements of Operations and included in "Accrued interest" on the Consolidated Balance Sheets.

Cash paid for certain reorganization expenses was $308 million for the period from January 1 through May 17, 2023 (Predecessor). Cash paid for the year ended December 31, 2022 (Predecessor) for DIP Facilities financing fees is presented as "Financing Activities" on the Consolidated Statements of Cash Flows.

5. Risk Management, Derivative Instruments and Hedging Activities

Risk Management Objectives

We are exposed to risks arising from our business, including but not limited to market and commodity price risk, credit and liquidity risk and interest rate risk. The hedging and optimization strategies deployed by our commercial organization manage and (or) balance these risks within a structured risk management program in order to minimize near-term future cash flow volatility. Our risk management committee, comprised of certain senior management members across the organization, oversees the management of these risks in accordance with our risk policy. In turn, the risk management committee is overseen by the risk committee of the Board of Directors.

The Board of Directors (including the risk committee) and management have established procedures to monitor, measure and manage hedging activities and credit risk in accordance with the risk policy.

Key risk control activities, which are designed to ensure compliance with the risk policy include, among other activities, credit review and approval, validation of transactions and market prices, verification of risk and transaction limits, portfolio stress tests, analysis and monitoring of margin at risk and daily portfolio reporting.

Market and Commodity Price Risk. Volatility in the wholesale power generation markets provides uncertainty in the future performance and cash flows of the business. The price risk Talen is exposed to includes the price variability associated with future sales and (or) purchases of power, natural gas, coal, uranium, oil products, environmental products and other energy commodities in competitive wholesale markets. Several factors influence price volatility, including: seasonal changes in demand; weather conditions; available regional load-serving supply; regional transportation and (or) transmission availability; market liquidity; and federal, regional and state regulations.

Within the parameters of our risk policy, we generally utilize conventional first lien, exchange-traded and over-the-counter traded derivative instruments, and in certain instances, structured products, to economically hedge the commodity price risk of the forecasted future sales and purchases of commodities associated with our generation portfolio.

Open commodity purchase (sales) derivatives as of December 31, 2023 (Successor) range in maturity through 2026. The net notional volumes of open commodity derivatives were:

	Successor	Predecessor
	December 31, 2023 [(a)]	December 31, 2022 [(a)]
Power (MWh)	(27,557,871)	(34,810,559)
Natural gas (MMBtu)	8,314,060	57,621,580
Emission allowances (tons)	500,000	5,000,000

(a) The volumes may be less than the contractual volumes, as the probability that option contracts will be exercised is considered in the volumes displayed.

Interest Rate Risk. Talen is exposed to interest rate risk from the possibility that changes in interest rates will affect future cash flows associated with existing floating rate debt issuances. To reduce interest rate risk, derivative instruments are utilized to economically hedge the interest rates for a predetermined contractual notional amount, which results in a cash settlement between counterparties. To the extent possible, first lien interest rate fixed-for-floating swaps are utilized to hedge this risk.

Open interest rate derivatives as of December 31, 2023 (Successor) range in maturity dates through 2026. The net notional volumes of open interest rate derivatives were:

	Successor	Predecessor
	December 31, 2023	December 31, 2022
Interest rate (in millions)[(a)]	$ 290	$ 289

(a) Value as of December 31, 2023 (Successor) relates to interest rate derivatives for the TLB indebtedness. Value as of December 31, 2022 (Predecessor) relates to interest rate derivatives for the LMBE-MC indebtedness, which was repaid, and the associated derivatives terminated, in August 2023.

Credit Risk. Credit risk, which is the risk of financial loss if a customer, counterparty or financial institution is unable to perform or pay amounts due, is inherent within cash and cash equivalents, restricted cash and cash equivalents, derivative instruments and accounts receivable. The maximum amount of credit exposure associated with financial assets is equal to the carrying value. Credit risk, which cannot be completely eliminated, is managed through a number of practices such as ongoing reviews of counterparty creditworthiness, prepayment, inclusion of termination rights in contracts which are triggered by certain events of default and executing master netting arrangements which permit amounts between parties to be offset. Additionally, credit enhancements such as cash deposits, letters of credit and credit insurance may be employed to mitigate credit risk.

Cash and cash equivalents are placed in depository accounts or high-quality short-term investments with major international banks and financial institutions. Individual counterparty exposure from over-the-counter derivative instruments is managed within predetermined credit limits and includes the use of master netting arrangements and cash-call margins, when appropriate, to reduce credit risk. Exchange-traded commodity contracts, which are executed through futures commission merchants, have minimal credit risk because they are subject to mandatory margin requirements and are cleared with an exchange. However, Talen is exposed to the credit risk of the futures commission merchants arising from daily variation margin cash calls. Restricted cash and cash equivalents deposited to meet initial margin requirements are held by futures commission merchants in segregated accounts for the benefit of Talen.

Outstanding accounts receivable include those from sales of capacity, generated electricity and ancillary services through contracts directly with ISOs and RTOs and realized settlements of physical and financial derivative instruments with commodity marketers. Additionally, Talen carries accounts receivable due from joint owners for their portion of operating and capital costs for certain jointly owned facilities that are operated by the Company. The majority of outstanding receivables, which are continually monitored, have customary payment terms. Allowance for doubtful accounts was a non-material amount as of December 31, 2023 (Successor) and December 31, 2022 (Predecessor).

As of December 31, 2023 (Successor), Talen's aggregate credit exposure, which excludes the effects of netting arrangements, cash collateral, letters of credit and any allowances for doubtful collections, was $431 million and its credit exposure net of such effects was $121 million. Excluding ISO and RTO counterparties, whose accounts receivable settlements are subject to applicable market controls, the ten largest single net credit exposures account for approximately 78% of Talen's total net credit exposure, which are primarily with entities assigned investment grade credit ratings.

Certain derivative instruments contain credit risk-related contingent features, which may require us to provide cash collateral, letters of credit or guarantees from a creditworthy entity if the fair value of a liability eclipses a certain threshold or upon a decline in our credit rating. The fair value of derivative instruments in a net liability position, and that contain credit risk-related contingent features, were non-material amount as of December 31, 2023 (Successor) and December 31, 2022 (Predecessor).

Derivative Instrument Presentation

Balance Sheet Presentation. The fair value of derivative instruments presented within assets and liabilities on the Consolidated Balance Sheets were:

	Successor [a]		Predecessor	
	December 31, 2023		December 31, 2022	
	Assets	Liabilities	Assets	Liabilities
Commodity contracts	$ 88	$ 32	$ 2,156	$ 1,928
Interest rate contracts	1	—	9	—
Less: amounts presented as "Liabilities subject to compromise"	—	—	—	1
Total current derivative instruments	**89**	**32**	**2,165**	**1,927**
Commodity contracts	6	5	228	363
Interest rate contracts	—	6	—	—
Total non-current derivative instruments	**$ 6**	**$ 11**	**$ 228**	**$ 363**

(a) See Note 2 for information on our accounting policy revision at Emergence concerning derivative instrument presentation.

All commodity and interest rate derivatives are economic hedges where the changes in fair value are presented immediately in income as unrealized gains and losses. Changes in the fair value and realized settlements on commodity derivative instruments are presented as separate components of "Energy revenues" and "Fuel and energy purchases" on the Consolidated Statements of Operations. See Note 2 for additional information on our derivative instruments and Note 14 for additional information on fair value.

Effect of Netting. Generally, the right of setoff within master netting arrangements permits the fair value of derivative assets to be offset with derivative liabilities. As an election, derivative assets and derivative liabilities are presented on the Consolidated Balance Sheets with the effect of such permitted netting as of December 31, 2023 (Successor), while derivative assets and derivative liabilities are presented on the Consolidated Balance Sheets without the effect of such permitted netting as of December 31, 2022 (Predecessor). See Note 2 for information on the related accounting policy.

The net amounts of "Derivative instruments" presented as assets and liabilities on the Consolidated Balance Sheets considering the effect of permitted netting and where cash collateral is pledged in accordance with the underlying agreement were:

	Gross Derivative Instruments	Eligible for Offset	Liabilities Subject to Compromise	Net Derivative Instruments	Collateral (Posted) Received	Net Amounts
December 31, 2023 (Successor)						
Assets	$ 295	$ (198)	$ —	$ 97	$ (2)	$ 95
Liabilities	300	(198)	—	102	(59)	43
December 31, 2022 (Predecessor)						
Assets	2,393	(2,194)	—	199	—	199
Liabilities [a]	2,291	(2,194)	1	96	(75)	21

(a) Includes amounts that are presented as "Liabilities subject to compromise" on the Consolidated Balance Sheets. See Note 4 for additional information.

Statements of Operations Presentation. The location and pre-tax effect of "Derivative instruments" presented on the Consolidated Statements of Operations were:

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Realized gain (loss) on commodity contracts				
Energy revenues [(a)]	$ 360	$ 644	$ (613)	$ (228)
Fuel and energy purchases [(a)]	(91)	(34)	127	230
Unrealized gain (loss) on commodity contracts				
Operating revenues [(b)]	55	60	677	(847)
Energy expenses [(b)]	(3)	(123)	(52)	135
Realized and unrealized gain (loss) on interest rate contracts				
Interest expense and other finance charges	(4)	—	30	12

(a) Does not include those derivative instruments that settle through physical delivery.
(b) Presented as "Unrealized gain (loss) on derivative instruments" on the Consolidated Statements of Operations.

Contract Terminations

Commodity Hedge Terminations. In March and April 2022, Talen Energy Marketing and a counterparty terminated certain derivative contracts in a net liability position with a carrying value and fair value of $124 million prior to the agreements' scheduled maturity dates. As the parties agreed to a monthly settlement through January 2023, repayments are presented as "Derivatives with financing elements" on the Consolidated Statements of Cash Flows.

In May 2022, certain commodity counterparties of Talen Energy Marketing terminated derivative contracts in a net liability position with a carrying value and fair value of $33 million prior to the agreements' scheduled maturity dates. During 2022, Talen Energy Marketing received approximately $7 million in net settlements from counterparties and settled the remaining $40 million liability at Emergence.

ERCOT 2021 Winter Market Conditions

In mid-February 2021, Texas experienced an extreme winter weather event, Winter Storm Uri, that led to systemic energy market disruptions and price volatility throughout ERCOT. Winter Storm Uri precipitated a rapid increase in energy demand due to the storm's historically cold temperatures and a simultaneous decrease in energy supply caused by operational disruptions to the electric grid, natural gas production and distribution systems, water supplies, and other critical infrastructure throughout Texas. Talen incurred an estimated $78 million pre-tax nonrecurring loss associated with its ERCOT activities during Winter Storm Uri for the year ended December 31, 2021 (Predecessor).

See Note 12 for additional information on ERCOT systemic risks including a settlement by ERCOT with a market participant that had defaulted in its payment obligations.

6. Revenue

The disaggregation of our operating revenues for the periods were:

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Capacity revenues	$ 133	$ 108	$ 377	$ 444
Electricity sales and ancillary services, ISO/RTO	880	281	2,534	1,960
Physical electricity sales, bilateral contracts, other	71	62	298	572
Other revenue	81	27	—	—
Total revenue from contracts with customers	**1,165**	**478**	**3,209**	**2,976**
Realized and unrealized gain (loss) on derivative instruments	179	732	(120)	(2,048)
Operating revenues	**$ 1,344**	**$ 1,210**	**$ 3,089**	**$ 928**

Accounts Receivable

"Accounts receivable, net" presented on the Consolidated Balance Sheets were:

	Successor	Predecessor
	December 31, 2023	December 31, 2022
Customer accounts receivable	$ 52	$ 350
Other accounts receivable	85	58
Accounts receivable, net	**$ 137**	**$ 408**

During the years ended December 31, 2023 (Successor) and 2022 (Predecessor), there were no significant changes in accounts receivable other than normal receivable recognition and collection transactions. See Note 5 for additional information on Talen's credit risk on the carrying value of its receivables. See Note 8 for additional information on a Talen Energy Marketing receivables sales arrangement that was terminated in May 2022.

Deferred Revenue

Deferred revenues that were: (i) presented as a liability on the Consolidated Balance Sheets as of December 31, 2023 (Successor) and 2022 (Predecessor); or (ii) recognized as revenue on the Consolidated Statements of Operations were not material.

Future Performance Obligations

In the normal course of business, Talen has future performance obligations for capacity sales awarded through market-based capacity auctions and (or) for capacity sales under bilateral contractual arrangements.

As of December 31, 2023 (Successor), the expected future period capacity revenues subject to unsatisfied or partially unsatisfied performance obligations were:

	2024	2025	2026	2027
Expected capacity revenues	$ 170	$ 70	$ 3	$ 1

The PJM capacity auctions for the 2025/2026 PJM Capacity Year and for any years thereafter have not yet been held. See Note 12 for additional information on the PJM RPM and auctions.

7. Income Taxes

The components of "Income tax benefit (expense)" for the periods were:

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Federal	$ 3	$ (15)	$ (9)	$ (25)
State	1	(2)	(4)	1
Current income taxes	**4**	**(17)**	**(13)**	**(24)**
Federal	(55)	(184)	68	263
State	—	(11)	(21)	60
Deferred income taxes	**(55)**	**(195)**	**47**	**323**
Investment tax credit	—	—	1	1
Income tax benefit (expense)	**(51)**	**(212)**	**35**	**300**
Income (loss) before income taxes	194	677	(1,328)	(1,277)
Effective income tax rate	**26.3 %**	**31.3 %**	**2.6 %**	**23.5 %**

Effective Tax Rate Reconciliations

The reconciliations of the effective tax rate for the periods were:

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Income (loss) before income taxes	$ 194	$ 677	$ (1,328)	$ (1,277)
Income tax benefit (expense)	(51)	(212)	35	300
Effective tax rate [(a)]	**26.3 %**	**31.3 %**	**2.6 %**	**23.5 %**
Federal income tax statutory tax rate	21 %	21 %	21 %	21 %
Income tax benefit (expense) computed at the federal income tax statutory tax rate	(41)	(143)	279	269
Income tax increase (decrease) due to:				
State income taxes, net of federal benefit	1	(34)	19	59
Change in valuation allowance	(43)	129	(198)	—
Permanent differences	22	(16)	(94)	—
Nuclear decommissioning trust taxes	(16)	(9)	28	(28)
Reorganization adjustments	26	(138)	—	—
Other	—	(1)	1	—
Income tax benefit (expense)	**$ (51)**	**$ (212)**	**$ 35**	**$ 300**

(a) The effective tax rate for the Successor period differed from the statutory rate primarily due to the change in valuation allowance, additional 20% trust tax on NDT income, reorganization adjustments, and permanent differences.

Deferred Taxes

The components of deferred tax liabilities and deferred tax assets as of December 31 were:

	Successor	Predecessor
	2023	2022
Property, plant and equipment, net	$ 560	$ 436
Nuclear decommissioning trust	443	394
Investment in Subsidiaries	14	—
Unrealized gain on qualifying derivatives	12	25
Deferred tax liabilities	**1,029**	**855**
Less:		
Accrued pension costs	78	68
Federal net operating loss carryforwards	273	258
State net operating loss carryforwards	26	34
Federal credits	8	8
Accrued liabilities	26	155
Interest limitation carryforward	336	242
Investment in Subsidiaries	—	33
Other	2	96
Deferred tax assets	**749**	**894**
Valuation allowance	(128)	(198)
Deferred tax liabilities, net	**$ 408**	**$ 159**

Net Operating Losses

The components of NOL carryforwards as of December 31 were:

	Successor	Predecessor
	2023	2022
Federal, expirations 2036 - 2037	$ 43	$ 58
Federal, indefinite expiration, limited to annual utilization of 80%	1,258	1,198
State, expirations 2024 - 2043	555	647

See “Emergence from Restructuring” for information on limitations on our NOLs.

Unrecognized Tax Benefits

	Successor	Predecessor	
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022
Beginning balance	$ 9	$ 9	$ 9
Additions for tax positions of prior years	—	—	—
Ending balance	**$ 9**	**$ 9**	**$ 9**

Included in the balance of unrecognized tax benefits as of both December 31, 2023 (Successor) and 2022 (Predecessor) are potential benefits of $9 million, that, if recognized, would affect the effective tax rate. We do not expect the total amount of unrecognized tax benefit to change significantly within one year.

All tax returns filed for years December 31, 2020 and forward are open to examination by the relevant taxing authorities.

Emergence from Restructuring

The Company evaluated the tax impact of its Restructuring as described in Note 3 including the change in control resulting from its emergence from bankruptcy. As part of the Restructuring, a substantial portion of the Company's prepetition debt was extinguished, resulting in cancellation of indebtedness income ("CODI"). A taxpayer emerging from Bankruptcy may exclude CODI from taxable income but must first reduce its tax attributes by the amount of CODI realized. The Company realized CODI of approximately $1.2 billion, which resulted in a partial reduction in tax basis in property, plant, and equipment assets.

Upon Emergence, the Successor experienced an ownership change under Section 382 of the Internal Revenue Code. The Internal Revenue Code Sections 382 and 383 impose limitations on the ability of a company to utilize tax attributes after experiencing an ownership change. States generally have similar tax attribute limitation rules following an ownership change. The Company also applied fresh start accounting. As a result, deferred tax assets and liabilities were adjusted based on the Successor GAAP financial statements. See Note 4 for additional information on fresh start accounting.

Valuation Allowance

For the period from January 1 through May 17, 2023 (Predecessor), Talen recognized a $129 million benefit for the reduction of federal and state valuation allowance. This movement of valuation allowance was caused by tax attribute reduction from the cancellation of debt income realized upon Emergence. For the period from May 18 through December 31, 2023 (Successor), Talen recognized a $43 million expense for the increase in federal and state valuation allowance based on realizability of existing deferred tax assets. For the period December 31, 2022 (Predecessor) Talen recognized a $198 million federal and state valuation allowance expense for the portion of Talen's net deferred tax asset that is not more likely than not to be realized. Such an allowance resulted from a customary deferred tax asset valuation allowance assessment which is performed on net deferred tax asset positions that utilizes available positive and negative evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. Talen's most significant deferred tax assets are its net operating losses and interest limitation carryforwards. A significant objective input of negative evidence considered in the assessment included the cumulative book losses incurred over a three-year period. The existence of objective negative evidence limits the availability to consider other subjective evidence, including (but not limited to) Talen's projections for future income which may allow for utilization of net operating losses and interest limitation carryforwards. At each period, management will continue to assess the available positive and negative evidence to determine the need for a valuation allowance.

Inflation Reduction Act of 2022

Under the Inflation Reduction Act, the nuclear production tax credit program provides qualified nuclear power generation facilities with a $3 per MWh transferable credit for electricity produced and sold to an unrelated party during each tax year. Electricity produced and sold by Susquehanna after December 31, 2023 through December 31, 2032 is expected to qualify for the credit, which is subject to potential adjustments. Such adjustments include inflation escalators, a five-times increase in tax credit value (to $15 per MWh) if the qualifying generation facility meets prevailing wage requirements, and a pro-rata decrease in tax credit value once the annual gross receipts of a qualifying generation facility exceed $25 per MWh. We believe Susquehanna will qualify for these adjustments. The credit is eliminated when the annual gross receipts are equivalent to $43.75 per MWh (adjusted for inflation).

Susquehanna generated approximately 18 million MWh each year from 2021 through 2023. We believe Susquehanna Nuclear will qualify for nuclear production tax credits that will result in an increase to its income. However, no assurance can be provided as to the magnitude of such increase as the Inflation Reduction Act's provisions, including the computations of the nuclear production tax credit, are subject to implementation regulations. The implementation rules, which are also subject to future legislative revisions, have not yet been published by the Department of Treasury. Accordingly, Talen cannot fully predict the impacts of the Inflation Reduction Act to its liquidity or results of operations.

8. Inventory

	Successor	Predecessor
	December 31, 2023	December 31, 2022
Coal	$ 152	$ 189
Oil products	75	61
Fuel inventory for electric generation	**227**	**250**
Materials and supplies, net	72	195
Environmental products	76	12
Inventory, net	**$ 375**	**$ 457**

Inventory was adjusted to fair value at Emergence. See Note 4 for additional information.

Inventory net realizable value and obsolescence charges are presented as "Other operating income (expense), net" on the Consolidated Statements of Operations. Such non-cash charges were not material for the period from May 18 through December 31, 2023 (Successor). For the period from January 1 through May 17, 2023 (Predecessor), $37 million of charges were recognized, which included $24 million of aggregate adjustments to the Brandon Shores coal and materials and supplies inventories. Net realizable value and obsolescence charges were not material for the years ended December 31, 2022 (Predecessor) and 2021 (Predecessor). See Note 10 for additional information on the Brandon Shores recoverability assessment.

Repurchase Obligations

Prior to May 2022, under an inventory repurchase agreement, Talen from time to time sold and transferred title to certain fuel inventory quantities to an unaffiliated party in exchange for cash consideration. Talen was required to subsequently repurchase the quantities as needed for electric generation or at expiry of the arrangement.

In May 2022, Talen terminated the agreement by repurchasing the remaining inventory and repaying the $165 million outstanding obligation, plus accrued interest and other fees. Talen had no outstanding inventory repurchase obligations and no inventories subject to the arrangement at December 31, 2023 (Successor) and 2022 (Predecessor).

9. Nuclear Decommissioning Trust Funds

	Successor				Predecessor			
	December 31, 2023				December 31, 2022			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Cash equivalents	$ 9	$ —	$ —	$ 9	$ 6	$ —	$ —	$ 6
Equity securities	491	575	53	1,013	521	485	69	937
Debt securities	570	10	1	579	507	1	31	477
Receivables (payables), net	(26)	—	—	(26)	(20)	—	—	(20)
Nuclear decommissioning trust funds	**$ 1,044**	**$ 585**	**$ 54**	**$ 1,575**	**$ 1,014**	**$ 486**	**$ 100**	**$ 1,400**

See Note 14 for additional information on the NDT fair value. There were no available-for-sale debt securities with credit losses as of December 31, 2023 (Successor) or December 31, 2022 (Predecessor).

As of December 31, 2023 (Successor), there was no intent to sell available-for-sale debt securities with unrealized losses, and it is not more likely than not that each of these investments will be required to be sold before the recovery of its amortized cost. The aggregate related fair value of available-for-sale debt securities with unrealized losses as of December 31, 2023 (Successor) were:

	Fair Value	Unrealized Losses
U.S. Government debt securities	$ 97	$ (1)

There were securities in an unrealized loss position for a duration of one year or longer. As of December 31, 2023 (Successor), the aggregate fair value of these securities were $13 million and the unrealized losses were non-material.

The contractual maturities for available-for-sale debt securities presented on the Consolidated Balance Sheets were:

	Successor	Predecessor
	December 31, 2023	December 31, 2022
Maturities within one year	$ 105	$ 32
Maturities within two to five years	194	173
Maturities thereafter	280	272
Debt securities, fair value	**$ 579**	**$ 477**

The sales proceeds, gains, and losses for available-for-sale debt securities for the periods were:

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Sales proceeds of nuclear decommissioning trust funds investments[(a)]	$ 1,259	$ 839	$ 2,081	$ 1,571
Gross realized gains	5	7	10	13
Gross realized losses	(11)	(12)	(43)	(15)

(a) Sales proceeds are used to pay income taxes and trust management fees. Remaining proceeds are reinvested in the trust.

10. Property, Plant and Equipment

	Estimated Useful Life (years)	Successor December 31, 2023 Gross Value	Successor December 31, 2023 Accumulated Provision	Successor December 31, 2023 Carrying Value	Predecessor December 31, 2022 Gross Value	Predecessor December 31, 2022 Accumulated Provision	Predecessor December 31, 2022 Carrying Value
Electric generation	3-27	$ 3,178	$ (109)	$ 3,069	$ 10,596	$ (6,797)	$ 3,799
Nuclear fuel	1-6	228	(55)	173	491	(316)	175
Other property and equipment	1-20	357	(21)	336	157	(82)	75
Intangible assets	2-26	1	—	1	137	(64)	73
Capitalized software	1-5	6	(1)	5	102	(95)	7
Construction work in progress		255	—	255	576	—	576
Property, plant and equipment, net		**$ 4,025**	**$ (186)**	**$ 3,839**	**$ 12,059**	**$ (7,354)**	**$ 4,705**

Property, plant, and equipment was adjusted to fair value after Emergence. See Note 4 for additional information.

The components of "Depreciation, amortization and accretion" presented on the Consolidated Statements of Operations were:

	Successor May 18 through December 31, 2023	Predecessor January 1 through May 17, 2023	Predecessor Year Ended December 31, 2022	Predecessor Year Ended December 31, 2021
Depreciation expense [(a)]	$ 133	$ 173	$ 432	$ 436
Amortization expense [(b)]	1	4	12	19
Accretion expense [(c)]	31	24	78	71
Other	—	(1)	(2)	(2)
Depreciation, amortization, and accretion	**$ 165**	**$ 200**	**$ 520**	**$ 524**

(a) Electric generation and other property and equipment.
(b) Intangible assets and capitalized software.
(c) ARO and accrued environmental cost accretion. See Note 11 for additional information.

The cost of nuclear fuel is charged to "Nuclear fuel amortization" on the Consolidated Statements of Operations.

Favorable Supply Contracts.

At Emergence, the Company recognized certain favorably priced nuclear fuel supply contracts at their fair value of approximately $109 million. See Note 4 for additional information.

Amortization expense was $53 million for the period from May 18 through December 31, 2023 (Successor). Amortization expense is presented as "Nuclear fuel amortization" on the Consolidated Statements of Operations. The carrying value of these assets as of December 31, 2023 (Successor) was $56 million, presented as "Other noncurrent assets" on the Consolidated Balance Sheets. Estimated amortization expense for the next five years is:

	2024	2025	2026	2027	2028 [(a)]
Estimated amortization expense	$ 33	$ 14	$ 5	$ 3	$ 1

(a) The favorable supply contracts expire in 2028.

2023 Impairments

Brandon Shores Asset Group. Brandon Shores is required by contract and permit to cease coal combustion by December 31, 2025. In the first quarter 2023, Talen canceled its plan to convert Brandon Shores to an oil combustion facility due to an increase in expected conversion costs. This decision triggered a recoverability assessment of the carrying value of the Brandon Shores asset group. Additionally, Brandon Shores notified PJM that it will deactivate electric generation on June 1, 2025.

The recoverability analysis indicated that the Brandon Shores asset group carrying value exceeded its future estimated undiscounted cash flows, which required an impairment charge to amend the asset group's carrying value of its property, plant and equipment to its estimated fair value. The estimated fair value of the asset group was determined by a discounted cash flow technique that utilized significant unobservable inputs including an 11% discount rate. We believe that the utilized discount rate and other discounted cash flow assumptions are consistent with those used by principal market participants. Such assumptions consider available evidence regarding the prospects of future cash flows for the Brandon Shores asset group, including, but not limited to estimated available future generation volumes and useful lives, capacity prices, energy prices, operating costs, capital expenditures, and environmental costs. Accordingly, in 2023, Talen recognized a non-cash pre-tax impairment charge on its undepreciated property, plant and equipment related to Brandon Shores of $361 million for the period from January 1 through May 17, 2023 (Predecessor), which is presented as "Impairments" on the Consolidated Statements of Operations.

Jointly Owned Facilities

Certain of Talen's subsidiaries own undivided interests in jointly owned electric generation facilities and related assets. These generation facilities and other assets are maintained and operated pursuant to their joint ownership participation and operating agreements. Under such arrangements, each participant is responsible for funding its proportional share of construction costs and operating costs and is entitled to its proportionate share of electric generation and (or) other attributes of the relevant jointly owned facilities. Talen's proportional share of gross margin and other operating costs for its undivided interests is presented within the Consolidated Statements of Operations.

Talen Montana owns 30% of Colstrip Unit 3 and does not own any portion of Colstrip Unit 4. However, it is a participant in a joint-owner sharing agreement which governs each party's responsibilities and rights whereby Talen Montana is responsible for 15% of the total operating costs and expenditures of Colstrip Unit 3 and 15% of Colstrip Unit 4. Accordingly, it is entitled of 15% of the available generation from each of these units. In January 2020, Talen Montana and the other co-owner of Colstrip Units 1 and 2 permanently retired the units. Talen Montana is responsible for 50% of the decommissioning and other related costs of Colstrip Units 1 and 2. See Note 22 for information on the potential acquisition by Talen Montana of an additional interest in Colstrip Units 3 and 4.

The Colstrip Units have no carrying value at December 31, 2023 (Successor) and 2022 (Predecessor), and therefore are not displayed in the table below.

The proportionate shares of “Property, plant and equipment, net” presented on the Consolidated Balance Sheets at December 31 were:

	Susquehanna	Conemaugh	Keystone	Merrill Creek Reservoir
Ownership interest	90%	22.22%	12.34%	8.37%
December 31, 2023 (Successor)				
Electric generation	$ 2,187	$ 2	$ —	$ 1
Nuclear fuel	228	—	—	—
Other property and equipment	18	—	—	5
Capitalized software	2	—	—	—
Intangible assets	1	—	—	—
Construction work in progress	95	1	—	—
Proportionate property, plant and equipment, cost	**2,531**	**3**	**—**	**6**
Less: accumulated depreciation and amortization	121	—	—	—
Proportionate property, plant and equipment, net	**$ 2,410**	**$ 3**	**$ —**	**$ 6**
December 31, 2022 (Predecessor)				
Electric generation	$ 4,843	$ 24	$ 14	$ 1
Nuclear fuel	491	—	—	—
Other property and equipment	59	—	—	21
Capitalized software	19	—	—	—
Intangible assets	76	—	—	—
Construction work in progress	83	1	—	—
Proportionate property, plant and equipment, cost	**5,571**	**25**	**14**	**22**
Less: accumulated depreciation and amortization	4,248	7	4	18
Proportionate property, plant and equipment, net	**$ 1,323**	**$ 18**	**$ 10**	**$ 4**

Equity Method Investments

The carrying values of equity method investments which are presented as "Other noncurrent assets" on the Consolidated Balance Sheets were:

	Formation	Ownership Interest [a]	Successor December 31, 2023	Predecessor December 31, 2022
Conemaugh Fuels, LLC	2002	22.22 %	$ 12	$ 15
Keystone Fuels, LLC	2000	12.34 %	6	8
Total			**$ 18**	**$ 23**

(a) Ownership at December 31, 2023 (Successor).

Talen holds equity interests in Conemaugh Fuels and Keystone Fuels equal to its respective undivided ownership interests in Conemaugh and Keystone. Conemaugh Fuels and Keystone Fuels were formed to purchase coal and sell it to Conemaugh and Keystone. Additionally, they may sell coal to any entity that manufactures or produces synthetic fuel from coal for resale to Conemaugh and Keystone. The aggregate affiliated fuel purchases by Talen from Conemaugh Fuels and Keystone Fuels is presented as “Fuel and energy purchases” on the Consolidated Statements of Operations. Talen’s aggregate fuel purchases for Conemaugh and Keystone Fuels were $23 million for the period from May 18 through December 31, 2023 (Successor) and $14 million for the period from January 1

through May 17, 2023 (Predecessor). For the years ended December 31, 2022 (Predecessor) and 2021 (Predecessor), Talen's aggregate fuel purchases were $63 million and $52 million.

11. Asset Retirement Obligations and Accrued Environmental Costs

	Successor	Predecessor
	December 31, 2023	December 31, 2022
Asset retirement obligations	$ 464	$ 751
Accrued environmental costs	23	35
Total asset retirement obligations and accrued environmental costs	**487**	**786**
Less: asset retirement obligations and accrued environmental costs due within one year[(a)]	18	—
Less: amounts presented as "Liabilities subject to compromise"	—	219
Asset retirement obligations and accrued environmental costs due after one year	**$ 469**	**$ 567**

(a) Presented as "Other current liabilities" as of December 31, 2023 (Successor) and as "Liabilities subject to compromise" as of December 31, 2022 (Predecessor) on the Consolidated Balance Sheets.

As a result of the Restructuring: (i) certain portions of ARO and accrued environmental costs were presented as "Liabilities subject to compromise" on the Consolidated Balance Sheets as of December 31, 2022 (Predecessor); and (ii) ARO and accrued environmental costs were adjusted to fair value upon completion of the Restructuring. These adjustments included establishing a new discount rate for the AROs, which resulted in a decrease to the value of the obligations for our nuclear facility and an increase in the value of our non-nuclear obligations. See Note 4 for additional information.

Asset Retirement Obligations

Certain subsidiaries of the Company have legal retirement obligations for the decommissioning and environmental remediation costs associated with our generation fleet, which include activities such as structure removal and remediation of coal piles, wastewater basins, and ash impoundments. Most of these obligations, except remediation of some ash impoundments, are not expected to be paid until several years, or decades, in the future. The most significant obligations are associated with the decommissioning of Susquehanna (for which Susquehanna Nuclear has an NDT to assist in funding the ARO) and coal ash disposal units associated with legacy coal-fired generation facilities (for which the Company has posted surety bonds, letters of credit and cash collateral for certain facilities). The carrying value of these obligations include assumptions of estimated future ARO cash expenditures, cost escalation rates, probabilistic cash flow models and discount rates. The ARO carrying value may be impacted by current or future CCR rulemaking. See Note 12 for additional information on the EPA CCR Rule.

Additionally, certain subsidiaries of the Company have legal retirement obligations associated with the removal, disposal, and (or) monitoring of asbestos-containing material at certain generation facilities. Given that the ultimate volume of asbestos-containing material is not yet known, the fair value of these obligations cannot be reasonably estimated. These obligations will be recognized upon a change in economic events or other circumstances which enables the fair value to be estimable.

The changes of the ARO carrying value during the years were:

	ARO Rollforward
Carrying value, December 31, 2021 (Predecessor)	**$ 760**
Obligations settled	(13)
Changes in estimates and (or) settlement dates	(80)
Obligations incurred	8
Accretion expense	76
Carrying value, December 31, 2022 (Predecessor)	**$ 751**
Carrying value, December 31, 2022 (Predecessor)	**$ 751**
Obligations settled	(11)
Changes in estimates and (or) settlement dates	3
Accretion expense	23
Carrying value, May 17, 2023 (Predecessor)	**$ 766**
Fair value adjustment at Emergence	(321)
Obligations settled	(11)
Accretion expense	30
Carrying value, December 31, 2023 (Successor)	**$ 464**

	Successor	Predecessor
	December 31, 2023	December 31, 2022
Supplemental Information		
Nuclear [(a)]	$ 214	$ 564
Non-Nuclear [(b)]	250	187
Carrying value	**$ 464**	**$ 751**

(a) Obligations are expected to be settled with available funds in the NDT at the time of decommissioning.
(b) Certain obligations are: (i) partially supported by surety bonds, some of which have been collateralized with cash and (or) LCs; or (ii) partially prefunded under phased installment agreements.

Susquehanna Nuclear. Susquehanna Nuclear and the other joint owner of Susquehanna are each obligated to fund their proportional share of Susquehanna's ARO. Susquehanna Nuclear's proportionate share of decommissioning activities will be funded from its NDT when decommissioning commences at the expiration of its licenses. The licenses for Susquehanna Unit 1 and Unit 2 expire in 2042 and 2044 and can be extended subject to NRC approval. The NRC has jurisdiction over the decommissioning of nuclear power generation facilities and requires minimum decommissioning funding based upon a formula. Under the most recent calculation in 2022, Susquehanna Nuclear's NDT funds exceed the NRC's minimum funding requirements. To the extent that Susquehanna Nuclear's actual proportional costs for decommissioning exceed the amounts in the NDT, Susquehanna Nuclear is obligated to fund its remaining proportionate share of the ARO. Susquehanna Nuclear believes its NDT will be adequate to fund its estimated cost of decommissioning. As of December 31, 2023 (Successor), the fair value of the NDT fund was $1.6 billion and the carrying value of Susquehanna Nuclear’s ARO, which is discounted under a present value technique, was $214 million. See Note 2 for additional information on the measurement of AROs.

In the fourth quarter of 2022 a comprehensive site-specific study was completed for Susquehanna Nuclear decommissioning to estimate the required remediation and (or) removal of generation facility structure and materials. Based on a variety of factors including, changes in assumptions regarding inflation, market risk premiums, the present value discount rate, and the timing of spent fuel remediation, the overall asset retirement obligation decreased by $83 million. The asset retirement obligation of Susquehanna Nuclear was revised at Emergence. A new discount rate resulted in a decrease to the carrying value of the obligations. See Note 4 for additional information.

See Note 14 for additional information on Susquehanna Nuclear's NDT.

Talen Montana. Talen Montana has significant decommissioning and environmental remediation liabilities primarily consisting of its proportionate share of remediation, closure and decommissioning costs for coal ash impoundments at the Colstrip Units. Actual cash expenditures associated with these obligations are expected to materially increase over the next five years, due to the expected timing and scope of anticipated remediation activities, and will continue at a reduced spending level for several decades. Talen Montana, along with the other co-owners of the Colstrip Units, are working with the MDEQ to define the scope of required remediation, the scope of closure and decommissioning activities, and an estimate of the costs, including the amount of necessary financial assurance necessary to backstop these obligations. Talen Montana's decommissioning and environmental remediation is expected to be paid by funds available to Talen Montana at the time of decommissioning.

Talen Montana's estimate of its proportionate share of the AROs, discounted using a credit adjusted risk-free rate, was $107 million at December 31, 2023 (Successor) and $89 million at December 31, 2022 (Predecessor).

Future adjustments may be required to the Talen Montana ARO estimates due to the ongoing remediation requirements under MDEQ obligations and the EPA's coal combustion residuals rule. If the assumptions underlying Talen Montana's estimates do not materialize as expected, actual cash expenditures and costs could be materially different than currently estimated. Moreover, regulatory changes and changes due to ongoing discussions with the MDEQ could affect these obligations.

See "Talen Montana Financial Assurance" in Note 12 for additional information on Talen Montana's requirement to provide financial assurance related to certain environmental decommissioning and remediation liabilities related to the Colstrip Units.

Accrued Environmental Costs

Under the Pennsylvania Clean Streams Law, a subsidiary of Talen Generation is obligated to remediate acid mine drainage at a former mine site and may be required to take additional steps to prevent acid mine drainage at this site.

As a result of revisions to estimated spend related to expected future work performed at the site a $5 million and $13 million charge were recognized to "Other operating income (expense), net" on the Consolidated Statements of Operations for the period from May 18 through December 31, 2023 (Successor) and the year ended December 31, 2022 (Predecessor), respectively.

Liabilities related to the remediation were $23 million and $34 million at December 31, 2023 (Successor) and December 31, 2022 (Predecessor), respectively, and were presented as "Other current liabilities" and "Asset retirement obligations and accrued environmental costs" on the Consolidated Balance Sheets. Such liabilities were discounted based on a credit adjusted risk-free rate that was in existence at the time of initial liability recognition of 8.41%. At December 31, 2023 (Successor) the expected undiscounted payments are estimated to be:

	2024	2025	2026	2027	2028	Thereafter	Total
Payments	$ 4	$ 4	$ 6	$ 3	$ 3	$ 14	$ 34

At December 31, 2022 (Predecessor), all accrued environmental costs, including the ones described above, were presented as "Liabilities subject to compromise" on the Consolidated Balance Sheets.

12. Commitments and Contingencies

Legal Matters

Talen is involved in certain legal proceedings, claims and litigation. While we believe that we have meritorious positions and will continue to defend our positions vigorously in these matters, we may not be successful in our efforts. If an unfavorable outcome is probable and can be reasonably estimated, a liability is recognized. In the event of an unfavorable outcome, the liability may be in excess of amounts currently accrued. Because of the inherently unpredictable nature of legal proceedings and the wide range of potential outcomes for any such matter, no estimate of the possible losses in excess of amounts accrued, if any, can be made at this time regarding the matters specifically described below. As a result, additional losses actually incurred in excess of amounts accrued could be substantial.

Pending Legal Matters

Montana Hydroelectric Litigation. Talen Montana is a defendant in litigation in the U.S. District Court for the District of Montana relating to its past ownership and operation of hydroelectric generation facilities in Montana, which were sold to NorthWestern in November 2014 (the "Montana Hydroelectric Sale"). In connection with the sale, Talen Montana agreed to retain liability with respect to this litigation, if any, attributable to time periods prior to closing of the sale.

The lawsuit was originally filed in 2003 and alleges that the streambeds underlying the facilities are owned by the State of Montana (the "State"), and that Talen Montana owes the State compensation for the use of the streambeds. In August 2023, the court held in favor of Talen Montana with respect to streambed segments underlying six of the seven facilities. Regarding the one streambed segment that the court found belongs to the State, the court stated that Talen Montana and NorthWestern will be required to compensate the State for past, present and future use. The State has appealed this holding to the U.S. Court of Appeals for the Ninth Circuit. Damages and defenses related to this proceeding will be addressed in a future adjudication. Nonetheless, because Talen Montana's liability on all claims asserted by the State was discharged under the Plan of Reorganization, Talen Montana does not expect any further liability from this matter.

ERCOT Weather Event Lawsuits. Beginning in March 2021, Talen subsidiaries that own the Barney Davis, Nueces Bay and Laredo generation facilities along with many other market participants in ERCOT were sued in multiple Texas state courts. The lawsuits were consolidated into a multi-district litigation pre-trial court ("MDL"). In these suits, the plaintiffs allege, among other things, that they suffered loss of life, personal injury and/or property damage due to the defendants' failure to properly prepare their facilities to withstand extreme winter weather and other operational failures during Winter Storm Uri in February 2021. Numerous insurance company plaintiffs also seek to recover payments to policyholders for damage to residential and commercial properties caused by the storm. The plaintiffs seek unspecified compensatory, punitive and other damages. In January 2023, the MDL court denied a motion to dismiss filed by the generation defendants. The generation defendants sought appellant review of the decision, and, in December 2023, the Texas First Court of Appeals granted the generation defendants' request for mandamus relief and ordered dismissal of the claims against the generation defendants. Plaintiffs have filed a motion seeking rehearing *en banc* with the First Court of Appeals. If unsuccessful, plaintiffs are expected to petition the Texas Supreme Court to review the decision. Plaintiffs asserting prepetition Winter Storm Uri claims are limited to recovering any damages from the Talen defendants' insurers pursuant to the Plan of Reorganization. Certain plaintiffs filed lawsuits asserting Winter Storm Uri claims after commencement of the Restructuring. If any of these post-commencement plaintiffs did not receive effective notice of the Restructuring under applicable bankruptcy law, they may not be subject to the terms of the Plan of Reorganization. Talen cannot predict the outcome of this matter for any such claims or its effect on Talen.

In June 2021, TEC intervened in five cases in which certain market participants are challenging the validity of two PUCT orders directing ERCOT to ensure energy prices were at their maximum of $9,000 per MWh during Winter Storm Uri. One case has since been dismissed, one case is pending in the Texas Third Court of Appeals and two cases are pending in State District Court in Travis County, Texas. In March 2023, the Third Court of Appeals issued an opinion in *Luminant v. PUCT* that, in part, reversed and remanded the PUCT orders directing ERCOT to ensure prices were at their maximum of $9,000 per MWh during Winter Storm Uri. The PUCT (along with TEC and others) filed petitions for review with the Texas Supreme Court, which were granted on September 29, 2023. Talen cannot predict the timing or outcome of these cases or their ultimate effect on the PUCT's orders during Winter Storm Uri; however, changes in one or more of the PUCT's orders could have a material adverse effect on Talen's results of operations and liquidity.

Pension Litigation. In November 2020, four former Talen employees filed a lawsuit in the U.S. District Court for the Eastern District of Pennsylvania against TES, TEC, the TERP, the TERP committee, and (as amended) ten former retirement plan committee members alleging that they are owed enhanced benefits under the TERP. In September 2023, the parties reached a tentative agreement to settle all claims on a class-wide basis, inclusive of attorneys' fees, in exchange for $20 million, subject to negotiation of mutually acceptable definitive agreements and court approval of the final settlement. In February 2024, the parties agreed upon the definitive settlement documentation and the court approved the settlement on a preliminary basis. The court has scheduled a hearing for June 3, 2024 to hear objections, if any, to the settlement.

If the settlement is approved, we expect a portion of the settlement to be paid by the TERP with the remainder paid by the Company, net of expected insurance recoveries. The amount paid by the TERP will be the full amount of the settlement less any attorneys' fee award approved by the court and certain expenses associated with implementing the settlement. TES, at its discretion, may elect to fund a contribution into the TERP to cover settlement payments paid by the TERP.

If the settlement is not approved and the plaintiffs subsequently prevail on their claims, a material adverse judgment could have an adverse effect on the TERP's assets as well as Talen's results of operations and liquidity. No assurance can be provided that the final settlement agreement will be consummated as expected or if at all. Accordingly, we cannot predict the outcome of this matter or its effect on Talen if the settlement is not consummated as expected or if the matter is litigated to conclusion.

A pre-tax charge of $17 million, net of expected recoveries from Talen's liability insurance policies, was recognized and presented as "Other non-operating income (expense), net" on the Consolidated Statements of Operations for the period from May 18 through December 31, 2023 (Successor).

Railroad Surcharge Litigation. In September 2019, TES and certain of its subsidiaries filed suit in the U.S. District Court for the Southern District of Texas, alleging that the four major railroads in the United States violated U.S. antitrust laws by conspiring during the periods from July 2003 through December 2008 to use fuel surcharges as a means to raise price for rail freight shipments. Numerous other plaintiff shippers in various jurisdictions throughout the United States have filed similar lawsuits. The Talen plaintiffs claim that they paid higher rail freight shipment rates than they otherwise would have paid absent the alleged conspiracy and seek treble damages under the antitrust laws. The litigation has been consolidated in the District Court for the District of Columbia with similar lawsuits under the multi-district litigation rules. At this time, Talen cannot predict the outcome of this matter.

Spent Nuclear Fuel Litigation. Substantial uncertainty exists regarding the nuclear industry's permanent disposal of spent nuclear fuel ("SNF"). Federal law requires the U.S. Government to provide for the permanent disposal of commercial SNF fuel and prior to May 2014, nuclear generation facility operators were required to contribute to a fund to pay for the transportation and disposal of SNF. In May 2014, this fee was reduced to zero. Talen cannot predict if or when the U.S. Government will increase this fee in the future, which could result in significant additional costs to Susquehanna Nuclear.

In addition, in May 2011, Susquehanna Nuclear entered into an agreement with the U.S. Government to settle the U.S. Government's breach of contract to accept and dispose of SNF by the statutory deadline. The settlement agreement, which has been extended four times, requires the U.S. Government to reimburse certain costs to temporarily store SNF at Susquehanna and requires Susquehanna Nuclear to waive any claims against the U.S. Government for costs paid or injuries sustained related to temporarily storing SNF. For the period from May 18 through December 31, 2023 (Successor), and the years ended December 31, 2022 (Predecessor), and December 31, 2021 (Predecessor), Susquehanna Nuclear received reimbursements of $24 million, $7 million, and $20 million for such costs. In May 2023, this agreement was extended through the end of 2025. We cannot be certain that subsequent amendments will extend these arrangements beyond 2025.

Resolved Legal Matters

Talen Restructuring. Upon Emergence in May 2023, pursuant to the Plan of Reorganization, the Debtors' liability was discharged for certain claims arising prior to commencement of the Restructuring. The Debtors may still be liable for certain post-petition claims, including claims arising after commencement of the Restructuring, claims asserted against Talen Energy Corporation, which are unimpaired under the Plan of Reorganization, and claims asserted by parties that did not receive notice of the Restructuring under applicable bankruptcy law. We will continue to defend our positions against any such claims. See Note 3 for additional information on the Restructuring.

Kinder Morgan Litigation. In June 2021, Kinder Morgan filed a suit in Texas state court against Talen Energy Marketing, Nueces Bay and affiliates of Texas Eastern Transmission and NextEra. In the suit, Kinder Morgan alleged, among other things, that Talen agreed to purchase natural gas from it during Winter Storm Uri at the then-prevailing market rate. The case was removed to the Bankruptcy Court. In May 2023, Talen and Kinder Morgan agreed to a settlement in the suit. Under the terms of the settlement, Talen paid Kinder Morgan $10 million, assigned its related claims against NextEra and entered into certain long-term commercial agreements with Kinder Morgan affiliates. During the year ended December 31, 2022, Talen recognized an $18 million charge with respect to this suit, which was presented as "Other operating income (expense), net" on the Consolidated Statements of Operations.

PPL/Talen Montana Litigation. In October 2018, the Talen Montana Retirement Plan filed a class action suit in Montana state court against PPL, its affiliates and certain officers and directors, claiming that PPL and its directors improperly made a distribution of $733 million of net proceeds from the Montana Hydroelectric Sale from Talen Montana to PPL, leaving Talen Montana without adequate funds to pay its obligations. In November 2018, PPL filed a lawsuit in Delaware Court of Chancery (the "Delaware Court") against Talen and certain affiliates seeking, among other things, indemnity from Talen for the claims asserted in the Montana state lawsuit and a declaratory judgment that such claims asserted in the Montana state lawsuit are without merit and that Talen entities do not have standing to bring such claims. Talen Montana filed an adversary complaint against PPL and its affiliates in the Bankruptcy Court asserting claims similar to those in the Montana lawsuit. The lawsuits pending in Montana state court and the Delaware Court were consolidated with the adversary proceeding. The Talen defendants' liability on all claims asserted by the PPL defendants, except for claims asserted against TEC, was discharged under the Plan of Reorganization.

In December 2023, Talen reached a settlement of litigation with PPL. Under the terms of the settlement agreement, PPL paid Talen Montana $115 million in cash in exchange for a full release of all claims. $11 million of the settlement amount was remitted to the general unsecured creditors trust established per the Plan of Reorganization, resulting in a gain of $104 million that is presented as "Other non-operating income (expense), net" on the Consolidated Statements of Operations for the year ended December 31, 2023 (Successor).

Other. In the normal course of Talen's business, we are party to various legal proceedings, claims and litigation arising from current or past operations. While the outcome of these matters is uncertain, the likely results are not presently expected, either individually or in the aggregate, to have a material adverse effect on our financial condition or results of operations.

Regulatory Matters

Talen is subject to regulation by federal and state agencies and other bodies that exercise regulatory authority in the various regions where we conduct business, including but not limited to: FERC; the Department of Energy; Federal Communications Commission; NRC; NERC; public utility commissions in various states in which we conduct business; and RTOs and ISOs in the regions in which we conduct business. Talen is party to proceedings before such agencies arising in the ordinary course of business and has other regulatory exposure due to new or amended regulations promulgated by such agencies from time to time. While the outcome of these regulatory matters and proceedings is uncertain, the likely results are not expected, either individually or in the aggregate, to have a material adverse effect on our financial condition or results of operations, although the effect could be material to our results of operations in any interim reporting period.

PJM MOPR. In July 2021, PJM filed proposed tariff language to significantly reduce the application of the existing PJM MOPR by applying it only when the state requires an entity to act in a certain manner in the capacity market in exchange for receiving a subsidy. FERC did not act on PJM's July 2021 filing, and the PJM MOPR tariff language went into effect in September 2021. In December 2023, the U.S. Court of Appeals for the Third Circuit denied the petitions for review of the MOPR tariff language. The final impacts on Talen's financial condition, results of operations and liquidity are not known at this time.

PJM Market Seller Offer Cap. In March 2021, FERC responded to complaints filed by the PJM IMM on behalf of PJM and various consumer advocates alleging that the PJM MSOC was above a competitive offer level and was, therefore, unjust and unreasonable. In September 2021, FERC issued an order requiring the PJM ACR for each generator to be determined administratively by the PJM IMM. In August 2023, the U.S. Court of Appeals for the District of Columbia Circuit denied petitions by Talen and others for review of FERC's order. On January 12, 2024, the Electric Power Supply Association filed at the U.S. Supreme Court a petition for certiorari asking the Court to review the August 2023 order of the D.C. Circuit. The final impacts of this order on Talen's financial condition, results of operations and liquidity are not known at this time.

PJM Capacity Market Reform. In February 2023, the PJM Board directed PJM and its stakeholders to resolve: (i) key issues that address the energy transition taking place in PJM; and (ii) issues observed from Winter Storm Elliott. The PJM Board directive included reliability risks, risk drivers and resource availability. The stakeholder process is referred to as Critical Issue Fast Path ("CIFP") on resource adequacy. On October 13, 2023, PJM made two filings at FERC regarding certain capacity market reforms developed through the CIFP process. On January 30, 2024, FERC accepted one of PJM's filings, subject to the condition that PJM submit a compliance filing within 30 days. However, on February 6, 2024, FERC rejected the second of PJM's capacity market reform filings. On February 26, 2024, FERC approved a request from PJM for a 35-day delay of Base Rate Auction. PJM has indicated that it plans to open the Base Residual Auction for the 2025/2026 Delivery on July 17, 2024. At this time, Talen cannot fully predict the impacts of PJM's reforms on its operations and liquidity.

In June 2023, FERC accepted a request by PJM to delay certain PJM Base Residual Auctions in order to propose additional changes to the PJM RPM. The delay schedules the PJM Base Residual Auctions for 2026/2027 in December 2024, for 2027/2028 in June 2025, and for 2028/2029 in December 2025. Although PJM has established dates for the next four auctions, there is no guarantee that the auctions will take place on those dates or at all. Depending on the ultimate outcome of matters related to PJM's capacity auctions, capacity revenues in PJM could be affected, but the final impacts on Talen's financial condition, results of operations and liquidity are not known at this time.

Winter Storm Elliott. During December 2022, as a result of Winter Storm Elliott, PJM experienced extreme cold weather conditions that resulted in PJM's declaration of a Capacity Performance event. Certain of Talen's generation facilities failed to meet the Capacity Performance requirements set forth by PJM, while Talen's remaining generation facilities met or exceeded their capacity obligations. As a result, Talen incurred certain Capacity Performance penalties charged by PJM for certain generation facilities and earned bonus revenues from PJM for other generation facilities. In April 2023, Talen and certain other market participants filed complaints at FERC against PJM that disputed a portion of the Capacity Performance penalties assessed by PJM. In September 2023, PJM filed a request for FERC to approve a market-wide settlement agreement that would resolve all Winter Storm Elliot complaints, including those filed by Talen. The settlement agreement results in a 31.7% reduction in the total penalties assessed on all capacity market sellers, including Talen, as well as an additional $8 million credit to Talen. In December 2023, FERC approved the settlement agreement which reduced Talen's aggregate penalties, net of expected bonus revenues, to an estimated $28 million. Talen recognized an estimated $48 million of aggregate net penalties, comprised of: (i) initial penalty of $33 million for the year ended December 31, 2022 (Predecessor); (ii) increase of $13 million for the period of January 1 through May 17, 2023 (Predecessor); and (iii) increase of $2 million for the period of May 18 through December 31, 2023 (Successor) as a result of revised assessments from PJM. Talen remitted aggregate penalty payments of $29 million during the periods of January 1 through May 17, 2023 (Predecessor) and May 18 through December 31, 2023 (Successor). In December 2023, the remaining liability of $19 million was derecognized as a result of the settlement.

ERCOT Market Systemic Risks. Due to the effects of Winter Storm Uri, certain market participants in ERCOT defaulted on settlements and caused a deficit of payments to ERCOT. In May 2022, ERCOT reported a cumulative aggregate payment deficit of approximately $2.3 billion as result of the events. As a result, ERCOT instituted "short payments" that delay the remittance of cash for an uncertain period of time to non-defaulting market participants and will only be paid as ERCOT recovers money from defaulting parties or through the collection of default uplift payments. In September 2022, ERCOT reached a settlement agreement with the largest defaulting market participant. In October 2022, Talen made disbursement elections to receive approximately $5 million for its portion of the $1.3 billion owed to applicable market participants. Each of: (i) Talen's outstanding receivable that is collectible over a 12-year period pursuant to the settlement; and (ii) the portion of the receivable that is ultimately uncollectible by Talen are non-material amounts.

In January 2023, the PUCT adopted the PUCT PCM market design in response to a directive contained within Texas Senate Bill 3 from 2021 to address market reliability concerns in Texas. The details of how the PUCT PCM market will operate are to be developed by the PUCT, ERCOT and the ERCOT stakeholder group. In January 2023, the PUCT directed ERCOT to evaluate bridging options to retain existing assets and build new dispatchable generation until the PUCT PCM can be fully implemented. In response, the PUCT approved a multi-step Operating Reserve Demand Curve floor as a short-term bridge solution, which went into effect on November 1, 2023. Under the approved multi-step Operating Reserve Demand Curve, price floors of $10/MWh and $20/MWh will be triggered when reserves fall below 7 GW and 6.5 GW, respectively. There remains significant uncertainty surrounding the details of the proposed PUCT PCM design, and the timing for implementation. At this time, Talen cannot fully predict the impacts of the PUCT PCM market design, when and if implemented, on its results of operations and liquidity.

Brandon Shores Reliability Impact Assessment. In April 2023, Talen notified PJM that it will deactivate electric generation at Brandon Shores on June 1, 2025. In June 2023, PJM notified Brandon Shores that the units were needed for reliability. Talen subsequently notified PJM that it does not agree to continue to operate Brandon Shores under a Reliability Must Run arrangement. Discussions with PJM are ongoing and may result in Brandon Shores continuing to operate for some period of time until transmission constraints hindering reliability are relieved by PJM.

H.A. Wagner Deactivation. In October 2023, for economic reasons, Talen provided a notice to PJM of its intent to deactivate H.A. Wagner as of June 1, 2025. The coal-to-fuel oil conversion of H.A. Wagner Unit 3 was completed in December 2023 and will allow the generation facility to serve as a capacity resource until deactivation. In January 2024, PJM notified Wagner that Units 3 and 4 are needed for transmission reliability.

Environmental Matters

Extensive federal, state and local environmental laws and regulations are applicable to our business, including those related to air emissions, water discharges, and hazardous and solid waste management. From time to time, in the ordinary course of our business, Talen may become involved in other environmental matters or become subject to other, new or revised environmental statutes, regulations or requirements.

It may be necessary for us to modify, curtail, replace or cease operation of certain facilities or performance of certain operations to comply with statutes, regulations and other requirements imposed by regulatory bodies, courts or environmental groups. We may incur costs to comply with environmental laws and regulations, including increased capital expenditures or operation and maintenance expenses, monetary fines, penalties or other restrictions, which could be material. Legal challenges to environmental permits or rules add to the uncertainty of estimating the future cost of complying with these permits and rules. In addition, costs may increase significantly if the requirements or scope of environmental laws or regulations, or similar rules, are expanded or changed.

Water and Waste. Changes made by the EPA to the EPA CCR Rule and the EPA ELG Rule in 2020 allow coal generation facility operators to request an extension to compliance deadlines if the facility commits to cessation of coal-fired generation by the end of 2028. Pursuant to Talen's plans to cease wholly owned coal operations, Talen requested extensions for compliance under these rules for certain of its generation facilities; some have been approved and some are still under review. The most significant extension under review is the EPA CCR Rule Part A extension request for Montour Ash Impoundment 1, and a negative result would have a significant impact on the closure plan for this impoundment.

In 2023, the EPA proposed additional changes to the EPA ELG Rule and to the EPA CCR Rule. The EPA ELG Rule proposal does not add treatment requirements to Talen's coal-fired power generation facilities planning to cease the burning of coal by 2028, but it does propose discharge limits for waters collected from CCR units. With respect to the EPA CCR Rule, the EPA has proposed to impose new requirements on legacy CCR impoundments and facilities where CCR was disposed of or managed on land outside of regulated units at CCR facilities, which could affect several Talen facilities. Furthermore, the EPA's interpretations on the EPA CCR Rule continue to evolve through enforcement. At this time, Talen cannot predict the outcome of these various rule changes on the operations of its coal-fired generation facilities and its results of operations.

Air. Since 2016, the coal-fired generation facilities in which Talen has ownership, including Brunner Island, Montour, Keystone and Conemaugh, have been the subject of various efforts under the Clean Air Act to strengthen applicable nitrogen oxides ("NOx") emission limits. These include Section 126 petitions by downwind states, recommendations by the Ozone Transport Commission, and a ruling on Pennsylvania's RACT2 program by the U.S. District Court for the Southern District of New York. Although the petitions and recommendations are not withdrawn, the EPA's issuance of a federal implementation plan (the "FIP") with short-term (RACT2) NOx limits at these plants in 2022 resulting from the court case and the EPA's "Good Neighbor FIP" issued in June 2023 appear to have addressed open concerns by upwind states regarding NOx controls from Talen's and other coal plants.

However, both the Pennsylvania NOx RACT2 FIP and the preceding State Implementation Plan (the "SIP") NOx RACT are under review. The PA DEP agreed to stay the SIP standard while all the parties consider the FIP standards. The EPA FIP is in effect; however, it has since been appealed by other parties and Talen has intervened in the appellate proceeding. Lastly, in November 2022, Pennsylvania finalized its NOx RACT standards for all power generation facilities to address the EPA 2015 Ozone Standard. Affected Talen facilities have submitted permit applications demonstrating their compliance methods for the new standard. At this time, Talen cannot predict the outcome of these potential rule changes on the operations of its generation facilities and its results of operations.

To address the 2015 ozone standard, in June 2023, the EPA published the final rule covering the EPA CSAPR ozone season nitrogen oxide allowance trading program for 2023 and beyond. The final changes are known as the "Good Neighbor FIP." The EPA made some reductions in allowance allocations, among other changes, to minimize nitrogen oxide emissions during the Ozone Season. Texas, among other states, has received a favorable court ruling, essentially staying its participation in the updated program for 2023. Texas facilities are still subject to the previous version of EPA CSAPR, and Talen's facilities in Maryland, Pennsylvania and New Jersey are subject to the new rule. Additionally, the entire rule has been challenged by multiple parties, and the U.S. Supreme Court heard oral arguments on the emergency applications to stay the rule on February 21, 2024. At this time, Talen cannot predict the long-term outcome of these rule changes on the operations of its generation facilities and its results of operations.

The EPA MATS Rule, which is the original EPA NESHAP for coal plants, has been in effect since 2012. In April 2023, the EPA issued its EPA RTR for coal-fired generation facilities under the EPA NESHAP, which proposes changes to the EPA MATS Rule, most notably to reduce particulate matter emissions from coal plants. Talen submitted formal comments on the EPA RTR, indicating that the new EPA MATS Rule, if finalized, would unreasonably require Colstrip to install new control equipment. At this time, Talen cannot predict the outcome of this potential rule change on the operations of its generation facilities and its results of operations.

RGGI. In April 2022, Pennsylvania formally entered the RGGI program, with compliance set to begin on July 1, 2022. However, certain third parties filed lawsuits and appeals questioning the legality of the regulation and the implementation of RGGI in Pennsylvania was stayed. On November 1, 2023, the Commonwealth Court of Pennsylvania ruled RGGI was an invalid tax and voided the rulemaking. The PA DEP appealed this decision to the Pennsylvania Supreme Court on November 21, 2023, and the following day filed notice with the court that the RGGI program would not be implemented while the appeal is pending. At this time, Talen is unable to determine the full impact of the RGGI program, when and if implemented, on its results of operations and liquidity.

Federal Climate Change Actions. The current federal administration has identified climate change policy as a priority that includes, but is not limited to, greenhouse gas emission reductions. In May 2023, the EPA proposed a new rule under the Clean Air Act that would establish new source performance standards for new electric generating units and emission guidelines for existing EGUs for state implementation. The rule is expected to be finalized in mid-2024. The proposed guidelines would allow all existing EGUs to continue to operate until at least the end of 2031 without having to meet new greenhouse gas limits. Existing baseload-type EGUs, whether combustion turbines or coal-fired steam units (e.g., Colstrip), would be able to operate beyond 2031, but would be subject to Capacity Factor limits or greenhouse gas reduction requirements. Other EGUs would typically not require additional controls; however, EPA is considering further controls in the future. The proposed rule intends to require significant greenhouse gas reductions for large, baseload coal plants like Colstrip. However, until the rule is finalized, Talen is unable to determine the full impact of the proposed rule on its results of operations and liquidity.

Environmental Remediation. From time-to-time, Talen undertakes investigative or remedial actions in response to notices of violations, spills or other releases at various on-site and off-site locations, negotiates with the EPA and state and local agencies regarding actions necessary for compliance with applicable requirements, negotiates with property owners and other third parties alleging impacts from our operations and undertakes similar actions necessary to resolve environmental matters that arise in the course of normal operations.

Future investigation or remediation work at sites currently under review, or at sites not currently identified, may result in additional costs, but at this time we are unable to determine if such investigation or remediation work will have a material adverse effect on our financial condition or results of operations.

Guarantees and Other Assurances

In the normal course of business, Talen enters into agreements that provide financial performance assurance to third parties on behalf of certain subsidiaries. These agreements primarily support or enhance the creditworthiness attributed to a subsidiary on a stand-alone basis or facilitate the commercial activities in which these subsidiaries engage. Such agreements may include guarantees, stand-by letters of credit issued by financial institutions, surety bonds issued by insurance companies, and indemnifications. In addition, they may include customary indemnifications to third parties related to asset sales and other transactions. Based on our current knowledge, the probability of expected material payment/performance for the guarantees and other assurances is considered remote.

Surety Bonds. Surety bonds provide financial performance assurance to third parties on behalf of certain subsidiaries for obligations including, but not limited to, environmental obligations and AROs. In the event of nonperformance by the applicable subsidiary, the beneficiary would make a claim to the surety, and the Company would be required to reimburse any payment by the surety. Talen's liability with respect to any surety bond is released once the obligations secured by the surety bond are performed. Surety bond providers generally have the right to request additional collateral or request that such bonds be replaced by alternate surety providers, in each case upon the occurrence of certain events. As of December 31, 2023 (Successor) and December 31, 2022 (Predecessor), the aggregate amount of surety bonds outstanding was $240 million and $248 million, including surety bonds posted on behalf of Talen Montana as discussed below. Included in TES's outstanding sureties as of December 31, 2023 (Successor) is a bond in the amount of $10 million that was issued on behalf of Cumulus Data for support of its development and construction activities.

Talen Montana Financial Assurance. Pursuant to the Colstrip AOC, Talen Montana, in its capacity as the Colstrip operator, is obligated to close and remediate coal ash disposal impoundments at Colstrip. The Colstrip AOC specifies an evaluation process between Talen Montana and the MDEQ on the scope of remediation and closure activities, requires the MDEQ to approve such scope, and requires financial assurance to be provided to the MDEQ on approved plans. Each of the co-owners of the Colstrip Units have provided their proportional share of financial assurance to the MDEQ for estimates of coal ash disposal impoundments remediation and closure activities approved by the MDEQ.

TES has posted an aggregate $115 million of surety bonds to the MDEQ on behalf of Talen Montana's proportional share of remediation and closure activities as of December 31, 2023 (Successor) and $113 million as of December 31, 2022 (Predecessor). Talen Montana has agreed to reimburse TES and its affiliates in the event that these surety bonds are called. Talen Montana's surety bond requirements may increase due to scope changes, cost revisions and (or) other factors when the MDEQ conducts annual reviews of approved remediation and closure plans as required under the Colstrip AOC. The surety bond requirements will decrease as Colstrip's coal ash impoundments remediation and closure activities are completed.

Cumulus Digital Assurances. As of December 31, 2023 (Successor), TES had issued LCs in the aggregate amount of $50 million to the lenders of the Cumulus Digital TLF, which LCs could be drawn upon, among other events, the acceleration of the loan due to a bankruptcy or other event of default by Cumulus Digital. The LCs were cancelled upon the payment in full of the Cumulus Digital TLF on March 1, 2024.

Additionally, TEC had provided a guarantee to the lenders under the Cumulus Digital TLF for certain shortfalls in interest and principal payments by Cumulus Digital (up to a maximum of 23% of the principal amount of outstanding loans thereunder). The guarantee was cancelled upon the payment in full of the Cumulus Digital TLF on March 1, 2024.

Other Commitments and Contingencies

Nuclear Insurance. The Price-Anderson Act is a United States federal law which governs liability-related issues and ensures the availability of funds for public liability claims arising from a nuclear incident at any U.S. licensed nuclear facility. It also seeks to limit the liability of nuclear reactor owners for such claims from any single incident. As of December 31, 2023 (Successor), the liability limit per incident is $16.2 billion for such claims, which is funded by insurance coverage from American Nuclear Insurers (approximately $450 million in coverage), with the remainder covered by an industry retrospective assessment program. On January 1, 2024, American Nuclear Insurers increased primary insurance coverage to $500 million, resulting in a commensurate increase in total coverage.

As of December 31, 2023 (Successor), under the industry retrospective assessment program, in the event of a nuclear incident at any of the reactors covered by the Price-Anderson Act, Susquehanna Nuclear could be assessed deferred premiums of up to $332 million per incident, payable at a maximum of $49 million per year.

Additionally, Susquehanna Nuclear purchases property insurance programs from NEIL, an industry mutual insurance company of which Susquehanna Nuclear is a member. As of December 31, 2023 (Successor), facilities at Susquehanna are insured against nuclear property damage losses up to $2.0 billion and non-nuclear property damage losses up to $1.0 billion. Susquehanna Nuclear also purchases an insurance program that provides coverage for the cost of replacement power during prolonged outages of nuclear units caused by certain specified conditions.

Under the NEIL property and replacement power insurance programs, Susquehanna Nuclear could be assessed retrospective premiums in the event of the insurers' adverse loss experience. The maximum assessment for this premium is $45 million as of December 31, 2023 (Successor). Talen has additional coverage that, under certain conditions, may reduce this exposure.

Talen Montana Fuel Supply. Talen Montana purchases coal from the Rosebud Mine for its interest in Colstrip Units 3 and 4 under a full requirements contract with an unaffiliated coal mine operator. In 2015, the MDEQ issued the mine operator an amendment to one of its mine permits expanding the area authorized for mining. Certain parties challenged the permit amendment in a proceeding at the MBER and, after the MBER issued a decision upholding the permit amendment, in a lawsuit in Montana state district court. In January 2022, the district court entered an order vacating the permit amendment effective April 1, 2022. Rosebud Mining ceased mining in the expansion area prior to the April 1, 2022 deadline. The mine operator and the MDEQ appealed the district court's decisions to the Montana Supreme Court and filed motions seeking to stay the order vacating the permit. In August 2022, the Montana Supreme Court entered an order staying the district court's order pending resolution of the appeal. In November 2023, the Montana Supreme Court remanded the case to the MBER to reanalyze the administrative record, resolve factual questions, and re-examine its prior conclusion. The MBER is awaiting remand. In the meantime, however, the Montana Supreme Court reinstated vacatur of the permit amendment pending MBER review.

In May 2022, MDEQ issued a second permit amendment expanding the area authorized for mining by the coal-mine operator. A group of complainants initiated proceedings at the MBER and in Montana state district court challenging the second permit amendment. Summary judgment briefing was completed in the MBER case as of January 2024. In December 2023 the Montana state district court challenge was stayed for six months pending a ruling from the Montana Supreme Court in analogous cases.

In September 2022, the Montana Federal District Court entered an order upholding challenges to a third permit amendment expanding the area authorized for mining by the mine operator. The plaintiffs asserted that the OSM violated NEPA when preparing the EIS for the permit amendment. The court ordered OSM to complete an updated EIS in accordance with NEPA's requirements. The permit amendment will be vacated unless OSM completes the updated EIS within 19 months from the date of the court's order. The federal defendants did not appeal and expect to issue a revised decision on the permit amendment within the 19-month deadline, but in November 2022, intervenor-defendants, Westmoreland Rosebud and International Union, appealed the ruling to the Ninth Circuit Court of Appeals. MEIC and the other plaintiffs moved to dismiss the appeal for lack of jurisdiction, and the federal defendants did not oppose the motion to dismiss. The appeal was dismissed in November 2023, and the federal defendants have requested an extension of the deadline to complete the updated EIS until June 30, 2025, which is under consideration by the District Court.

At this time, Talen cannot predict the outcome of these matters or their effect on Talen Montana's operations, results of operations or liquidity.

13. Long-Term Debt and Other Credit Facilities

Long-Term Debt

	Interest Rate [a]	Successor December 31, 2023	Predecessor December 31, 2022
TLB	9.87 %	$ 866	$ —
TLC	9.87 %	470	—
Secured Notes	8.63 %	1,200	—
PEDFA 2009B Bonds [c]	5.05 %	50	49
PEDFA 2009C Bonds [c]	5.05 %	81	79
Cumulus Digital TLF, including PIK [b]	12.50 %	182	185
Settled indebtedness			
DIP TLB	N/A	—	1,000
Prepetition TLB	N/A	—	427
Prepetition Secured Notes	N/A	—	1,620
Prepetition Unsecured Notes [c]	N/A	—	1,330
PEDFA 2009A Bonds [c]	N/A	—	100
LMBE-MC TLB	N/A	—	301
Total principal		**2,849**	**5,091**
Unamortized deferred finance costs and original issuance discounts		(29)	(29)
Total carrying value		**2,820**	**5,062**
Less: long-term debt, due within one year		9	1,010
Less: amounts presented as "Liabilities subject to compromise" [c]		—	1,558
Long-term debt		**$ 2,811**	**$ 2,494**

(a) Computed interest rate as of December 31, 2023 (Successor).
(b) Limited recourse to TES and TEC. See "Cumulus Digital Assurances" in Note 12 for additional information.
(c) As of December 31, 2022 (Predecessor), amounts are presented as "Liabilities subject to compromise" on the Consolidated Balance Sheets. See Note 4 for additional information.

The aggregate long-term debt maturities, including quarterly amortization and early redemption provisions, at December 31, 2023 (Successor) were:

	2024	2025	2026	2027 [a]	2028	Thereafter	Total
Total maturities	$ 9	$ 9	$ 9	$ 191	$ 9	$ 2,622	$ 2,849

(a) Includes $182 million of limited-recourse indebtedness under the Cumulus Digital TLF.

Revolving Credit and Other Facilities

		Successor				Predecessor	
		December 31, 2023				December 31, 2022	
	Expiration	Committed Capacity	Direct Cash Borrowings	LCs Issued	Unused Capacity	Direct Cash Borrowings	LCs Issued
RCF [a]	May 2028	$ 700	$ —	$ 62	$ 638	$ —	$ —
TLC LCF [b]	May 2030	470	—	404	66	—	—
Bilateral LCF [b]	May 2028	75	—	74	1	—	—
Settled indebtedness							
DIP RCF [c]	N/A	—	—	—	—	—	33
DIP LCF [c]	N/A	—	—	—	—	—	434
Prepetition CAF [c][d]	N/A	—	—	—	—	848	—
LMBE-MC RCF	N/A	—	—	—	—	—	12
Total		**$ 1,245**	**$ —**	**$ 540**	**$ 705**	**$ 848**	**$ 479**

(a) Committed capacity includes $475 million of LC commitments.
(b) Direct cash borrowings are not permitted under the facility.
(c) Extinguished as of Emergence.
(d) The weighted average interest rate was 12.12% at December 31, 2022 (Predecessor).

Outstanding direct cash borrowings under the RCF and the LMBE-MC RCF, when applicable, are each presented as “Revolving credit facilities” on the Consolidated Balance Sheets.

As of December 31, 2023 (Successor) Talen was not in default under any of its indebtedness agreements.

2024 Transactions

Cumulus Digital TLF Repayment. In connection with the Data Center Campus Sale, the Cumulus Digital TLF were paid in full on March 1, 2024, together with all accrued interest and other outstanding amounts. See below under “Non-Recourse Debt and Other Credit Facilities – Cumulus Digital TLF” for additional information on the release of liens, termination of guarantees, and the cancellation of LCs. See Note 22 for additional information on the Data Center Campus Sale.

2023 Transactions

LMBE-MC Refinancing. In August 2023, we incurred an additional $290 million in aggregate principal amount of TLB, resulting in proceeds of $285 million, net of original issue discount and other fees. The additional amount was issued as an incremental borrowing under the TLB and constitutes a single series of indebtedness with the existing TLB incurred at Emergence. The proceeds were used, together with cash on hand, to fully repay the $293 million in aggregate principal amount outstanding under the LMBE-MC TLB. The LMBE-MC Credit Agreement (including the LMBE-MC TLB and LMBE-MC RCF), including an aggregate $12 million of outstanding LCs issued under the agreement, was terminated at settlement.

Successor Emergence Financings. In May 2023, as part of the Exit Financings, TES issued the following long-term debt:

- TLB, due 2030, in an aggregate principal amount of $580 million, resulting in proceeds of $548 million, net of original issue discount and other fees;
- TLC, due 2030, in an aggregate principal amount of $470 million, resulting in proceeds of $446 million, net of original issue discount and other fees; and
- Secured Notes, due 2030, in an aggregate principal amount $1.2 billion, resulting in proceeds of $1.179 billion, net of initial purchaser discounts and other fees.

Proceeds from the TLB and the Secured Notes were used, together with cash on hand, to fund the settlement of the transactions and claims contemplated by the Plan of Reorganization, including cash settlement of the long-term debt and cash revolver borrowings outstanding under the DIP Facilities, Prepetition TLB, Prepetition Secured Notes, and Prepetition CAF, all of which were extinguished as of May 17, 2023 under the Plan of Reorganization. Proceeds from the TLC were used to cash collateralize letters of credit under the TLC LCF.

Also, as part of the Exit Financings, TES entered into the following revolving and letter of credit facilities:

- RCF, a $700 million revolving credit facility, including letter of credit commitments of $475 million;
- TLC LCF, which provides commitments for up to $470 million in letters of credit, cash collateralized with the proceeds of the TLC, and reduced to the extent that borrowings under the TLC are prepaid; and
- Bilateral LCF, which provides commitments for up to $75 million in letters of credit.

At Emergence, LCs were issued under the TLC LCF and the Bilateral LCF to backstop or replace LCs previously outstanding under the DIP Facilities, which were extinguished as of May 17, 2023.

See “Talen Energy Supply Post-Emergence Long-Term Debt, Revolving Credit and Other Facilities” below for additional information on our Credit Facilities and Secured Notes. See Note 3 for additional information on the Restructuring.

Emergence Equitization. All of the Prepetition Secured Notes and the PEDFA 2009A Bonds were extinguished as of May 17, 2023 under the Plan of Reorganization through the issuance of TEC common stock. See Notes 3 and 4 for additional information on the Restructuring and fresh start accounting adjustments related to indebtedness.

2022 Transactions

DIP Facilities. In May 2022, TES entered into the DIP Facilities, including the DIP TLB, a term loan B facility in an aggregate principal amount of $1 billion that provided $971 million of proceeds, net of discount and fees.

Cumulus Digital TLF. In September 2022, as a result of the Cumulus Digital Equity Conversion, TES consolidated Cumulus Digital Holdings for financial reporting purposes and, accordingly, also consolidated the Cumulus Digital TLF.

Talen Energy Supply Pre-Restructuring Long-Term Debt, Revolving Credit and Other Facilities

Outstanding Prepetition Indebtedness. Upon commencement of the Restructuring, (i) TES’s Prepetition Secured Indebtedness consisted of the Prepetition RCF, Prepetition TLB, Prepetition CAF, and Prepetition Secured Notes; and (ii) TES’s Prepetition Unsecured Indebtedness consisted of the Prepetition Unsecured Notes and PEDFA Bonds, as further outlined in the tables above.

*Effects of the Restructuring on Prepetition Indebtedness.*Commencement of the Restructuring constituted an event of default and accelerated obligations under TES’s then-outstanding Prepetition Indebtedness, other than the PEDFA 2009B and 2009C Bonds.

TES's Prepetition Indebtedness other than the PEDFA 2009B and 2009C Bonds (i.e., the Prepetition TLB, Prepetition Secured Notes, Prepetition Unsecured Notes, PEDFA 2009A Bonds, and Prepetition CAF) was extinguished as of May 17, 2023 under the Plan of Reorganization. The PEDFA 2009B and 2009C Bonds remained outstanding. See "2023 Transactions - Successor Emergence Financings" above for additional information about the repayment of the Prepetition TLB, Prepetition Secured Notes, and Prepetition CAF, and See "2023 Transactions - Emergence Equitization" above for additional information about the equitization of the Prepetition Unsecured Notes and PEDFA 2009A Bonds.

See Note 3 for additional information on the Restructuring, including the Exit Financings.

Prepetition LCFs. LC issuances were not permitted under the Prepetition LCFs due to the Restructuring. We terminated one Prepetition LCF in May 2023 and the other expired in June 2023.

Prepetition Secured ISDAs. Prior to commencement of the Restructuring, Talen Energy Marketing was party to the Prepetition Secured ISDAs, under which TES and the Prepetition Guarantors provided the applicable counterparties with a first priority lien on and security interest (which ranked pari passu with the liens securing the Prepetition Secured Indebtedness) in certain assets in lieu of posting collateral in the form of cash equivalents or LCs. Following commencement of the Restructuring, a portion of the Prepetition Secured ISDAs were rolled over into DIP Secured ISDAs. As of May 18, 2023, post-emergence from Restructuring, the remaining Prepetition Secured ISDAs were rolled into the Secured ISDAs.

Talen Energy Supply DIP Facilities

DIP Facilities. Upon commencement of the Restructuring, TES entered into the DIP Facilities, comprised of: (i) the DIP RCF, a $300 million revolving credit facility, including a letter of credit sub-facility of up to $75 million; (ii) the DIP TLB, a term loan B facility in an aggregate principal amount of $1 billion; and (iii) the DIP LCF, a letter of credit facility that provided for approximately $458 million of LCs outstanding under the Prepetition RCF as of commencement of the Restructuring to remain outstanding with superpriority status. Amounts owed under the DIP RCF and DIP TLB were repaid in full, and all DIP Facilities terminated, upon the Debtors' Emergence from the Restructuring. However, certain LCs issued (or continued) under the DIP RCF and DIP LCF remain outstanding and are now backstopped by LCs issued under the TLC LCF in favor of the applicable DIP LC issuers.

DIP Secured ISDAs. Following commencement of the Restructuring, and as authorized by a final order of the Bankruptcy Court, Talen Energy Marketing was party to certain DIP Secured ISDAs that were continuations of the Prepetition Secured ISDAs but under which TES and the Debtors provided the applicable counterparties with a superpriority lien on and security interest (which ranked pari passu with the liens securing the DIP Facilities) in certain assets in lieu of posting collateral in the form of cash equivalents or LCs. As of May 18, 2023, post-emergence from Restructuring, the DIP Secured ISDAs were rolled into the Secured ISDAs and the associated superpriority liens were extinguished and replaced with the first priority liens securing the Secured ISDAs.

Talen Energy Supply Post-Emergence Long-Term Debt, Revolving Credit and Other Facilities

Certain key terms of our post-emergence facilities include:

Facility	Maturity	Index	Rate, Applicable Margin, and Amortization	Prepayment Penalty
Secured Notes	June 2030	None	8.625% per annum fixed rate No applicable margin No amortization	**Prior to June 1, 2026:** Redeemable at par plus a customary "make-whole" premium. 10% redeemable during each 12-month period at 103%. 40% redeemable from the proceeds of certain equity offerings at 108.625% **On or after June 1 of the following years:** 2026: 104.313% 2027: 102.156% 2028 and thereafter: 100%
TLB	May 2030	Term SOFR	4.50% per annum applicable margin Amortization 1.00% per annum; paid quarterly	1.00% to the extent prepaid prior to February 9, 2024 in connection with a repricing transaction
TLC (TLC LCF)	May 2030	Term SOFR	4.50% per annum applicable margin No amortization	None
RCF (cash borrowings)	May 2028	Term SOFR	3.50% per annum applicable margin; step-downs to 3.25% and 3.00% based on first lien net leverage ratios in certain fiscal quarters No amortization	None
RCF (LCs)	May 2028	None	0.125% per annum Fronting Fee and 3.50% per annum LC Fees (step-downs to 3.25% and 3.00% based on first lien net leverage ratios in certain fiscal quarters)	None
Bilateral LCF	May 2028	None	3.50% per annum LC Fees and 0.125% per annum Issuance Fee	None

Credit Agreement. The Credit Agreement governs the RCF, TLB, TLC, and TLC LCF.

The Credit Agreement contains customary negative covenants including, but not limited to, limitations on incurrence of liens and additional indebtedness, making investments, payment of dividends, and asset sales. The Credit Agreement also contains customary affirmative covenants. Solely with respect to the RCF, and solely during a compliance period (which, in general, is applicable when the aggregate revolving borrowings and issued revolving LCs (in excess of (i) $50 million of undrawn revolving LCs; and (ii) cash collateralized or backstopped LCs) exceed 35% of the revolving commitments under the RCF), the Credit Agreement includes a covenant that requires TES's consolidated first lien net leverage ratio not to exceed 2.75 to 1.00 as of June 30, 2023 and increasing through a series of step-ups until 4.25 to 1.00 (to be tested as of June 30, 2024 and thereafter). The financial covenant does not apply to the TLB, TLC, or TLC LCF.

The Credit Agreement also contains customary representations and warranties and events of default. If an event of default occurs under the Credit Agreement, the lenders thereunder are entitled to take various actions, including accelerating amounts due and, in the case of the RCF and the TLC LCF, terminating commitments.

TLC LCF. The TLC LCF provides commitments for up to $470 million in letters of credit, cash collateralized with the proceeds of the TLC, with commitments thereunder reduced to the extent that borrowings under the TLC are prepaid. The lenders of the TLC have issued LCs totaling $404 million under the TLC LCF, which have been issued either directly to Talen's counterparties or to lenders under the DIP Facilities to backstop LCs that were previously issued (or continued) thereunder and remain outstanding. These LCs are cash collateralized by $472 million as of December 31, 2023 (Successor) which is presented as "Restricted cash and cash equivalents" on the Consolidated Balance Sheets. Additionally, the restricted cash earns interest income, which varies by rate depending on the corresponding letter of credit issuer. The interest income earned on the restricted cash offsets against the calculated effective interest rate for the TLC when determining the computed interest rate.

Bilateral LCF. The Bilateral LC Agreement provides for letter of credit issuances that collectively cannot exceed $75 million and expires in May 2028. The Bilateral LC Agreement contains substantially the same covenants, representations and warranties, and events of default as the Credit Agreement. The Bilateral LCF includes a covenant that requires TES's consolidated first lien net leverage ratio not to exceed 2.75 to 1.00 as of June 30, 2023 and increasing through a series of step-ups to 4.25 to 1.00 as of June 30, 2024 and thereafter, but such covenant only applies to the extent a compliance period exists under the Credit Agreement. In addition, the Bilateral LC Agreement contains an affirmative covenant requiring disposition of certain minority-owned coal assets. Subject to customary conditions, commitments under the Bilateral LC Agreement can be terminated by the lenders upon an event of default thereunder.

Secured Notes. Interest on the Secured Notes is payable semi-annually on June 1 and December 1 of each year, commencing on December 1, 2023, and at maturity. The Secured Notes are subject to customary negative covenants, including, but not limited to, certain limitations on incurrence of liens and additional indebtedness, making investments, payment of dividends, and transactions involving the Susquehanna assets. The Secured Notes do not contain any financial covenants. The Secured Notes also contain customary affirmative covenants and events of default. If an event of default occurs, the holders of the Secured Notes are entitled to take various actions, including the acceleration of amounts due under the Secured Notes.

PEDFA Bonds. The PEDFA 2009B and 2009C Bonds remained outstanding following Emergence. These bonds are backstopped by LCs totaling $133 million as of December 31, 2023 (Successor). Each series of PEDFA Bonds was issued by the PEDFA on behalf of TES. TES received the proceeds from the original issuance of each series of PEDFA Bonds pursuant to a separate exempt facilities loan agreement. An unsecured promissory note of TES corresponding to each series of PEDFA Bonds contains principal, interest and prepayment provisions of the respective series.

The PEDFA 2009B and 2009C Bonds accrue interest at a variable rate in accordance with the provisions of the trust indentures which is payable monthly. Obligations under the PEDFA 2009B and 2009C Bonds are supported by two irrevocable, direct-pay LCs, each corresponding to the applicable series, that were issued by a third-party lender in favor of the bond trustee in an amount equal to the outstanding principal of each series plus an interest component. Prior to Emergence, TES's obligation to reimburse the third-party lender for payments made under each irrevocable, direct-pay LC was in turn supported by a corresponding backstop LC issued in favor of such lender. Upon Emergence, the backstop LCs were terminated and the direct-pay LCs are outstanding under the TLC LCF.

The PEDFA 2009B and 2009C Bonds: (i) are subject to mandatory purchase by TES at the option of each holder with at least seven days' advance notice; (ii) may be redeemed at the option of TES at any time prior to their stated maturity date at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date; (iii) are subject to mandatory purchase and optional remarketing upon conversion to an interest rate other than the daily rate as defined in the trust indentures or upon the cancellation, termination, expiration or substitution of the irrevocable, direct-pay LC corresponding to the applicable series; and (iv) are subject to mandatory purchase upon an event of default under the Credit Agreement.

Each series of PEDFA Bonds is subject to customary affirmative and negative covenants appropriate for such indebtedness. The loan agreements relating to the PEDFA Bonds do not limit TES's ability to incur additional secured or unsecured indebtedness. Each series of PEDFA Bonds also contains customary events of default. If an event of default occurs, the holders of each series of PEDFA Bonds will be entitled to take various actions, including the acceleration of any outstanding amounts due. The Restructuring constituted an event of default under PEDFA Series 2009A bonds, but was not an event of default under the PEDFA 2009B and 2009C Bonds. The PEDFA 2009B and 2009C Bonds continue to be supported by the irrevocable, direct-pay LCs described above and TES continues to perform its associated reimbursement obligations.

Secured ISDAs. Talen Energy Marketing is party to certain Secured ISDAs, a portion of which are continuations of either the Prepetition Secured ISDAs or the DIP Secured ISDAs. Under the Secured ISDAs, TES and the Subsidiary Guarantors provide the applicable counterparties with a first priority lien on and security interest (which ranks pari passu with the liens securing the Credit Facilities and the Secured Notes) in certain assets in lieu of posting collateral in the form of cash equivalents or LCs. The secured obligations under the Secured ISDAs were approximately $58 million as of December 31, 2023 (Successor).

Security Interests, Guarantees, and Cross-Defaults on TES Post-Emergence Obligations

Secured Obligations. The obligations under the Credit Facilities, Secured Notes, and Secured ISDAs are secured by a first priority lien on and security interest in substantially all of the assets of TES and the Subsidiary Guarantors. The LCs issued pursuant to the TLC LCF are cash collateralized by $472 million as of December 31, 2023 (Successor) (which is presented as "Restricted cash and cash equivalents" on the Consolidated Balance Sheets), with such amounts being held in restricted collateral accounts, first, for the benefit of the issuers of LCs pursuant to the TLC LCF and, thereafter, as security for the obligations under the Credit Facilities (other than the TLC LCF), Secured Notes, and Secured ISDAs.

The Subsidiary Guarantors guarantee the obligations of TES under the Credit Facilities and the Secured Notes. TES and the Subsidiary Guarantors guarantee the obligations of Talen Energy Marketing under the Secured ISDAs. The maximum amount of potential future payments by the Subsidiary Guarantors is equal to the maximum amount of outstanding obligations under such agreements and may include unpaid interest, premiums, penalties, and (or) other fees and expenses. An event of default under the Credit Facilities, Secured Notes, or Secured ISDAs, if not cured or waived, may result in a cross acceleration of amounts due and (or) cross termination across all these agreements.

Unsecured Obligations. The PEDFA 2009B and 2009C Bonds are senior unsecured obligations of TES that are effectively subordinated to the secured obligations of TES, including the Credit Facilities, Secured Notes, and Secured ISDAs, to the extent of the value of the assets securing such secured obligations.

The guarantees under the PEDFA 2009B and 2009C Bonds are the general unsecured obligations of the Subsidiary Guarantors that guarantee such indebtedness, rank equally with all of such Subsidiary Guarantors' other senior unsecured indebtedness, and are effectively subordinated to the secured obligations of the Subsidiary Guarantors, including the Credit Facilities, Secured Notes, and Secured ISDAs, to the extent of the value of the assets securing such secured obligations.

Non-Recourse Debt and Other Credit Facilities

Cumulus Digital TLF. In September 2021, Cumulus Digital executed the Cumulus Digital TLF, which provided for up to $175 million in aggregate principal borrowings and matures in September 2027. Cumulus Digital borrowed $60 million at closing of the loan transaction, and made additional borrowings over time to fund Cumulus Coin's contributions to Nautilus and Cumulus Data's construction of certain data center electrical infrastructure that will support the operations of both Cumulus Data and Nautilus. In connection with a settlement in connection with the Restructuring, Cumulus Digital borrowed the remaining available principal amount in the third quarter 2022. The Cumulus Digital TLF were paid in full on March 1, 2024, together with all accrued interest and other outstanding amounts.

In March 2023, the Cumulus Digital TLF was amended to, among other things, add a requirement that Cumulus Digital procure up to $16 million in equity funding for Cumulus Data to complete construction of the first data center shell and related infrastructure. The required funding was provided during the second quarter 2023.

Interest on outstanding borrowings was payable quarterly at 12.50% per annum. Interest was initially payable in cash or, at Cumulus Digital's election for the first four quarterly payment dates, 10% in cash with the remaining 2.50% capitalized as additional principal. In connection with a settlement in connection with the Restructuring, the Cumulus Digital TLF was amended to provide that all interest that accrued thereunder from July 1, 2022 through June 30, 2023 was capitalized as additional principal, and thereafter paid in cash.

The Cumulus Digital TLF was subject to customary representations and warranties, affirmative covenants, negative covenants, and events of default. Notable covenants included limitations on incurrence of liens and additional indebtedness, payment of dividends and asset sales. The Cumulus Digital TLF was subject to customary events of default, including: nonpayment of principal or interest when due, breach of covenants, and the bankruptcy of Cumulus Digital Holdings or any of its subsidiaries. It was also an event of default if TEC filed for bankruptcy while the TEC guarantee described below was in effect. This event of default was waived for purposes of TEC's inclusion in the Restructuring in December 2022, provided that the guarantee was assumed by TEC in the Restructuring as contemplated in the Plan of Reorganization.

Obligations under the Cumulus Digital TLF were secured equally and ratably by first priority liens and security interests in substantially all the assets of Cumulus Digital and its subsidiaries (other than the assets of Nautilus), as well as a pledge of equity in Cumulus Digital by its direct parent, Cumulus Digital Holdings. These liens and security interests were released upon the payment in full of the Cumulus Digital TLF on March 1, 2024.

All obligations under the Cumulus Digital TLF were guaranteed by Cumulus Digital Holdings and each of Cumulus Digital's subsidiaries (other than Nautilus). The guarantee was terminated upon the payment in full of the Cumulus Digital TLF on March 1, 2024.

TEC provided a guarantee to the lenders under the Cumulus Digital TLF for certain shortfalls in principal and interest payments by Cumulus Digital (up to a maximum of 23% of the principal amount of outstanding loans under the Cumulus Digital TLF). The guarantee was terminated upon the payment in full of the Cumulus Digital TLF on March 1, 2024.

Additionally, TES provided $50 million in LCs to Orion to support certain of Cumulus Digital's obligations under the Cumulus Digital TLF. The LCs could be drawn upon, among other events: (i) the acceleration of the Cumulus Digital TLF due to an event of default; or (ii) a bankruptcy of Cumulus Digital. Cumulus Digital Holdings agreed to issue additional common equity to TES to reimburse it for any amounts drawn on the LCs. Cumulus Digital also agreed to reimburse TES for fees associated with the LCs, in the form of cash or common equity in Cumulus Digital Holdings. These LCs were cancelled upon the prepayment in full of the Cumulus Digital TLF on March 1, 2024.

See Note 12 for information on the guarantee issued by TEC and the LCs issued by TES related to the Cumulus Digital TLF.

LMBE-MC Credit Agreement. LMBE-MC was the borrower under the LMBE-MC Credit Agreement, which included the LMBE-MC RCF and the LMBE-MC TLB. LMBE-MC and its subsidiaries were not included in the Restructuring and therefore the Restructuring was not an event of default under the LMBE-MC Credit Agreement or the facilities thereunder. The LMBE-MC facilities were repaid, and the LMBE-MC Credit Agreement terminated, in August 2023. See "2023 Transactions - LMBE-MC Refinancing" for additional information.

14. Fair Value

Recurring Fair Value Measurements

Financial assets and liabilities reported at fair value on a recurring basis primarily include energy commodity derivatives, interest rate derivatives, and investments held within the NDT.

The classifications of recurring fair value measurements within the fair value hierarchy were:

	Successor						Predecessor				
	December 31, 2023						December 31, 2022				
	Level 1	Level 2	Level 3	NAV	Netting [a]	Total	Level 1	Level 2	Level 3	NAV	Total
Assets											
Cash equivalents	$ —	$ —	$ —	$ 9	$ —	$ 9	$ —	$ —	$ —	$ 6	$ 6
Equity securities [b]	629	—	—	384	—	1,013	508	—	—	429	937
U.S. Government debt securities	337	—	—	—	—	337	272	—	—	—	272
Municipal debt securities	—	86	—	—	—	86	—	91	—	—	91
Corporate debt securities	—	156	—	—	—	156	—	114	—	—	114
Receivables (payables), net [c]						(26)					(20)
Nuclear decommissioning trust funds	**966**	**242**	**—**	**393**	**—**	**1,575**	**780**	**205**	**—**	**435**	**1,400**
Commodity derivatives	98	196	—	—	(200)	94	1,807	565	12	—	2,384
Interest rate derivatives	—	1	—	—	—	1	—	9	—	—	9
Total assets	**$ 1,064**	**$ 439**	**$ —**	**$ 393**	**$ (200)**	**$ 1,670**	**$ 2,587**	**$ 779**	**$ 12**	**$ 435**	**$ 3,793**
Liabilities											
Commodity derivatives [d]	155	139	—	—	(257)	37	1,879	411	—	—	2,290
Interest rate derivatives	—	6	—	—		6	—	—	—	—	—
Less: other	—	—	—	—	—	—	—	1	—	—	1
Total liabilities	**$ 155**	**$ 145**	**$ —**	**$ —**	**$ (257)**	**$ 43**	**$ 1,879**	**$ 410**	**$ —**	**$ —**	**$ 2,289**

(a) Amounts represent netting pursuant to master netting arrangements and cash collateral held or placed with the same counterparty.
(b) Includes commingled equity and fixed income funds and real estate investment trusts.
(c) Represents: (i) interest and dividends earned but not received; and (ii) net sold or purchased investments, but not settled.
(d) As of December 31, 2022 (Predecessor) certain amounts were presented as "Liabilities subject to compromise" on the Consolidated Balance Sheets. See Note 4 for additional information.

Nonrecurring Fair Value Measurements

See Note 4 for information on the nonrecurring fair value measurements resulting in the application of fresh start accounting and Note 10 for information on the nonrecurring fair value measurement of Brandon Shores during the year ended December 31, 2023 (Successor). There were no nonrecurring fair value measurements related to impairments of long-lived assets during the nine months ended September 30, 2022 (Predecessor).

Reported Fair Value

The carrying value of certain assets and liabilities on the Consolidated Balance Sheets, including "Cash and cash equivalents," "Restricted cash and cash equivalents," "Accounts receivable, net," and "Accounts payable and other accrued liabilities" approximate fair value.

The fair value measurements of indebtedness are classified as Level 2 within the fair value hierarchy. The fair value of fixed rate debt was estimated primarily by utilizing an income approach whereby the future cash flows of the obligations are discounted at the estimated current cost of funding rates, which incorporates the credit risk associated with the obligations. The carrying value of variable rate indebtedness approximates fair value.

The carrying value and fair value of indebtedness presented on the Consolidated Balance Sheets were:

	Successor		Predecessor	
	December 31, 2023		December 31, 2022	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Revolving credit facilities	$ —	$ —	$ 848	$ 848
Long-term debt [(a)]	2,820	2,934	5,062	4,386
Other short-term indebtedness [(b)]	6	6	—	—

(a) Aggregate value of "Long-term debt" and "Long-term debt, due within one year" presented on the Consolidated Balance Sheets.
(b) Presented as "Other current liabilities" on the Consolidated Balance Sheets.

15. Postretirement Benefit Obligations

Talen Energy Supply and certain subsidiaries sponsor postemployment benefits which include defined benefit pension plans, health and welfare postretirement plans (other postretirement benefit plans), and defined contribution plans.

Pension and Other Postretirement Defined Benefit Plans

Obligations under the defined benefit pension and other postretirement plans are generally based on factors, among others, such as age of the participants, years of service, and compensation. The pension and other postretirement plans are closed to new participants. Effective December 31, 2018, all participants ceased accruing additional benefits in the TERP, the Company's largest defined benefit pension plan.

Funded Status. The net fair value of underfunded defined benefit pension and other postretirement plans are presented as "Postretirement benefit obligations" on the Consolidated Balance Sheets. Certain other postretirement plans were overfunded by $33 million, $28 million as of December 31, 2023 (Successor) and 2022 (Predecessor) and are presented as "Other noncurrent assets" on the Consolidated Balance Sheets. The current portion of certain unfunded postretirement obligations were not material.

The aggregate funded status and the weighted average assumptions were:

	Pension Benefits		
	Successor	Predecessor	
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022
Change in benefit obligation			
Benefit obligation beginning balance	$ 1,300	$ 1,273	$ 1,721
Service cost	2	1	4
Interest cost	40	25	50
Actuarial (gain) loss	20	6	(408)
Actual benefits paid	(55)	(34)	(94)
Special termination benefits	1	—	—
Benefit obligation ending balance	**1,308**	**1,271**	**1,273**
Change in plan assets			
Plan assets fair value beginning balance	997	994	1,437
Actual return on plan assets	24	35	(359)
Employer contributions	9	2	10
Actual benefits paid	(55)	(34)	(94)
Plan assets fair value ending balance	**975**	**997**	**994**
Funded status	**$ (333)**	**$ (274)**	**$ (279)**
Accumulated benefit obligation	**$ 1,308**	**$ 1,271**	**$ 1,273**
Aggregate amounts of underfunded plans			
Benefit obligation/Accumulated benefit obligation	1,308	1,271	1,273
Fair value of plan assets	975	997	994
Amounts recognized in accumulated other comprehensive income			
Net (gain) loss	37	238	239
Total accumulated other comprehensive income	**$ 37**	**$ 238**	**$ 239**
Assumptions			
Discount rate	5.00 %	5.37 %	5.41 %
Interest crediting rate	6.00 %	6.00 %	6.00 %
Rate of compensation increase	3.45 %	3.45 %	3.45 %

	Other Postretirement Benefits		
	Successor	Predecessor	
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022
Change in benefit obligation			
Benefit obligation beginning balance	$ 78	$ 77	$ 104
Service cost	1	—	2
Interest cost	2	1	3
Actuarial (gain) loss	1	1	(24)
Plan participant contributions	2	1	2
Actual benefits paid	(5)	(4)	(10)
Benefit obligation ending balance	**79**	**76**	**77**
Change in plan assets			
Plan assets fair value beginning balance	74	75	99
Actual return on plan assets	4	2	(17)
Employer contributions	—	—	1
Plan participant contributions	2	1	2
Actual benefits paid	(5)	(4)	(10)
Plan assets fair value ending balance	**75**	**74**	**75**
Funded status	**$ (4)**	**$ (2)**	**$ (2)**
Accumulated benefit obligation	$ —	$ —	$ —
Aggregate amounts of underfunded plans			
Benefit obligation / Accumulated benefit obligation	78	76	51
Fair value of plan assets	75	74	21
Amounts recognized in accumulated other comprehensive income			
Net (gain) loss	(1)	4	4
Prior service cost (credit)	—	(4)	(4)
Total accumulated other comprehensive income	**$ (1)**	**$ —**	**$ —**
Assumptions			
Discount rate	5.01 %	5.36 %	5.41 %
Rate of compensation increase	2.31 %	2.31 %	2.31 %

In 2022 (Predecessor), the decrease in postretirement benefit obligations was primarily attributable to increasing interest rates, offset by actual returns being less than expected returns on plan assets.

Net Periodic Benefit Cost and Amounts Recognized in OCI. Service cost is presented as "Postretirement benefits service (credit) costs, net", while the other components of net periodic defined benefit cost (credit) for pension and other postretirement plans are presented as "Operation, maintenance and development" on the Consolidated Statements of Operations. The portion of net periodic benefit cost capitalized during the periods from May 18 through December 31, 2023 (Successor), January 1 through May 17, 2023 (Predecessor) and the year ended December 31, 2022 (Predecessor) was not material.

The components of net periodic benefit cost (credit), the amounts recognized in OCI and the associated weighted average assumptions for pension and other postretirement plans were:

	Pension Benefits			
	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Net periodic benefit costs (credits):				
Service cost	$ 2	$ 1	$ 4	$ 4
Interest cost	40	25	50	47
Expected return on plan assets	(41)	(30)	(68)	(67)
Amortization of net (gain) loss	—	2	27	52
Special termination benefits	1	—	—	—
Net periodic defined benefit cost (credit)	**2**	**(2)**	**13**	**36**
Net actuarial (gain) loss	38	2	19	(151)
Reclassifications due to settlement and (or) curtailment:				
Amortization of net (gain) loss	—	—	(27)	(52)
Total recognized in OCI	**38**	**2**	**(8)**	**(203)**
Total recognized in net periodic costs and OCI	**$ 40**	**$ —**	**$ 5**	**$ (167)**
Assumptions				
Discount rate	5.12 %	5.41 %	2.97 %	2.67 %
Rate of compensation increase	3.45 %	3.45 %	3.45 %	2.96 %
Expected return on plan assets	7.25 %	7.50 %	5.75 %	5.75 %

	Other Postretirement Benefits			
	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Net periodic benefit costs (credits):				
Service cost	$ 1	$ 1	$ 1	$ 2
Interest cost	2	1	3	3
Expected return on plan assets	(2)	(2)	(4)	(4)
Amortization of prior service cost (credit)	—	—	(1)	(1)
Net periodic defined benefit cost (credit)	**1**	**—**	**(1)**	**—**
Net actuarial (gain) loss	(1)	—	(3)	—
Reclassifications due to settlement and (or) curtailment:				
Amortization of prior service cost (credit)	—	—	1	1
Amortization of net (gain) loss	—	—	(1)	—
Total recognized in OCI	**(1)**	**—**	**(3)**	**1**
Total recognized in net periodic costs and OCI	**$ —**	**$ —**	**$ (4)**	**$ 1**
Assumptions				
Discount rate	5.13 %	5.41 %	2.94 %	2.57 %
Rate of compensation increase	2.31 %	2.31 %	2.31 %	2.61 %
Expected return on plan assets	5.49 %	5.74 %	3.89 %	3.89 %
Health care grading trend rates [(a)]	6.50% to 4.50%	6.50% to 4.50%	4.50 %	6.75% to 4.93%

(a) Trend rates grading to 2027.

The expected long-term rates of return for pension and other postretirement plans are based on management's projections using a best-estimate of expected returns, volatilities and correlations for each asset class. Each plan's specific current and expected asset allocations are also considered in developing a reasonable return assumption.

Contributions and Payments. Talen Energy Supply contributed $5 million to the TES sponsored pension plan during the period from May 18 through December 31, 2023 (Successor). There were no contributions for the pension plans during the period from January 1 through May 17, 2023 (Predecessor), and the year ended December 31, 2022 (Predecessor). Talen Montana contributed $4 million, $2 million and $10 million of discretionary contributions to the Talen Montana sponsored pension plan during the period from May 18 through December 31, 2023 (Successor), January 1 through May 17, 2023 (Predecessor) and the year ended December 31, 2022 (Predecessor) to the Talen Montana pension plan.

TES expects to contribute $30 million to the TES sponsored pension plan in 2024. Talen Montana expects to contribut $10 million of discretionary contributions to the Talen Montana sponsored pension plan in 2024, of which $7 million is expected to be collected by Talen Montana from the other joint owners of Colstrip.

The aggregate benefits paid to pension and other postretirement plan participants wa $60 million during the period from May 18 through December 31, 2003 (Successor), $38 million from January 1 through May 17, 2023 (Predecessor), $104 million in 2022 (Predecessor), and $117 million in 2021 (Predecessor).

The forecasted undiscounted benefit payments to plan participants as of December 31, 2023 (Successor) were:

	2024	2025	2026	2027	2028	2029-2033
Pension plans	$ 97	$ 93	$ 93	$ 93	$ 93	$ 456
Other postretirement plans	7	7	7	6	6	27

Pension plan assets. Pension plan assets are held in external trusts, including a master trust, which includes a 401(h) account that is restricted for certain other postretirement benefit obligations of Talen Energy Supply. The plans' investment policies outline investment objectives.

The risk management framework categorizes the plan assets within three sub-portfolios: growth, immunizing and liquidity. The trust investments within these portfolios are routinely monitored to seek a risk-adjusted return on a mix of assets that, in combination with our funding policy, will provide sufficient assets to provide long-term growth and liquidity for benefit payments, match asset duration with the expected liability duration, and mitigate concentrations of risk with asset diversification.

The weighted-average target asset allocations for the pension plan assets as of December 31, 2023 (Successor) were:

	2023
Equity securities	32 %
Debt securities	10 %
Other	7 %
Growth portfolio	**49 %**
Debt securities	36 %
Other	11 %
Immunizing portfolio	**47 %**
Liquidity portfolio	4 %
Total	**100 %**

The classification of pension plan asset fair value measurements within the fair value hierarchy were:

	Successor					Predecessor				
	December 31, 2023					December 31, 2022				
	Level 1	Level 2	Level 3	NAV	Total	Level 1	Level 2	Level 3	NAV	Total
Cash equivalents	$ —	$ —	$ —	$ 169	$ 169	$ —	$ —	$ —	$ 102	$ 102
Commingled equity securities				288	288				292	292
Commingled debt securities	—	—	—	301	301	—	—	—	349	349
Alternative and other investments	52	—	—	191	243	1	—	—	236	237
Receivables (payables), net [a]					(25)					22
Total trust funds	**52**	**—**	**—**	**949**	**976**	**1**	**—**	**—**	**979**	**1,002**
Restricted 401(h) assets [b]					(1)					(8)
Total plan assets	**$ 52**	**$ —**	**$ —**	**$ 949**	**$ 975**	**$ 1**	**$ —**	**$ —**	**$ 979**	**$ 994**

(a) Represents: (i) interest and dividends earned but not received; and (ii) net sold or purchased investments, but not settled.
(b) Other postretirement 401(h) benefits assets are a component of the pension plan master trust. Accordingly, these are excluded from pension plan assets.

Level 1 investments consist of U.S. Treasury and (or) U.S. government debt securities and exchange-traded futures contracts, which are valued using unadjusted prices available from the underlying market.

Certain investments in cash equivalent funds, commingled equity securities, commingled debt securities, and alternative investments are not classified within the fair value hierarchy. The fair value measurement of these funds is based on firm quotes of NAV per share, as a practical expedient for valuation, which are not obtained from a quoted price in an active market.

Investments in cash equivalent funds consist of short-term investment funds and commingled cash equivalent funds. Investments in equity funds consist of large and small cap U.S. and international funds that can be redeemed daily. Investments in commingled debt funds consist of funds that invest in investment-grade intermediate and long-duration corporate and government fixed-income securities. These investments can be redeemed daily.

Alternative and other investments consist of investments in funds that invest in a portfolio of exchange-traded futures and forward contracts, hedge funds of funds that employ investment strategies including long/short equity, market neutral, distressed debt, and relative value, private equity partnerships, with limited lives ranging from ten to fifteen years, and real estate investment partnerships. Investments in real estate partnerships have redemption limitations based on available funding and investments in private equity partnerships that cannot be redeemed with the partnership prior to the end of the partnerships' lives, however, the interest may be sold to other parties. Redemptions of hedge funds, private equity, and real estate partnerships are also subject to the respective general partner's approval.

Other postretirement benefit plan assets. The investment strategy with respect to most of the other postretirement benefit obligations is to fund VEBA or similar trusts and (or) 401(h) accounts with voluntary contributions, when appropriate, and to invest in a tax efficient manner. Excluding the 401(h) accounts included in the master trust, other postretirement benefit plans are invested in a mix of assets for long-term growth with an objective of earning returns that provide liquidity as required for benefit payments. These plans benefit from diversification of asset types, investment fund strategies and investment fund managers, and therefore, have no significant concentration of risk. Equity securities include investments in domestic large-cap commingled funds. Ownership interests in commingled funds that invest entirely in debt securities are classified as equity securities but treated as debt securities for asset allocation and target allocation purposes. Ownership interests in money market funds are treated as cash and cash equivalents for asset allocation and target allocation purposes.

The target asset allocations for other postretirement benefit assets at December 31 were:

	2023
Cash and cash equivalents	7 %
Equity securities	11 %
Debt securities	82 %
Total	**100 %**

The classification of other postretirement benefit plan asset fair value measurements within the fair value hierarchy were:

	Successor					Predecessor				
	December 31, 2023					December 31, 2022				
	Level 1	Level 2	Level 3	NAV	Total	Level 1	Level 2	Level 3	NAV	Total
Cash equivalents	$ —	$ —	$ —	$ 7	$ 7	$ —	$ —	$ —	$ 7	$ 7
Commingled equity securities	—	—	—	9	9	—	—	—	7	7
U.S. Government debt securities	8	—	—	—	8	6	—	—	—	6
Corporate debt securities	—	16	—	—	16	—	17	—	—	17
Commingled debt securities	—	—	—	34	34	—	—	—	31	31
Total trust funds	**8**	**16**	**—**	**50**	**74**	**6**	**17**	**—**	**45**	**68**
Restricted 401(h) assets [(a)]					1					7
Total plan assets	**$ 8**	**$ 16**	**$ —**	**$ 50**	**$ 75**	**$ 6**	**$ 17**	**$ —**	**$ 45**	**$ 75**

(a) Other postretirement 401(h) benefits assets are a component of the pension plan master trust. Accordingly, these are reported as postretirement assets.

Level 1 investments consist of U.S. Treasury and (or) U.S. government debt securities, which are valued using unadjusted prices available from the underlying market.

Level 2 investments consist of corporate debt securities, which are valued using observable inputs such as benchmark yields, relevant trade data, broker/dealer bid/ask prices, benchmark securities, and credit valuation adjustments.

Certain investments in money market funds, commingled equity securities, and commingled debt securities are not classified within the fair value hierarchy. The fair value measurements of these funds are based on firm quotes of NAV per share, as a practical expedient for valuation, which are not obtained from a quoted price in an active market.

Investments in equity securities consist of investments in a passively managed equity index fund that invests in securities and a combination of other collective funds. Investments in debt securities represent investments in funds that invest in a diversified portfolio of investment grade fixed income securities.

Defined Contribution Plans

Substantially all Company employees are eligible to participate in 401(k) deferred savings plans. Employer contributions to the plans were $9 million, $10 million, and $18 million during the period from May 18 through December 31, 2023 (Successor), January 1 through May 17, 2023 (Predecessor) and the year ended December 31, 2022 (Predecessor).

Coal Industry Retiree Benefit Plans

Talen is obligated under the Coal Act and the Black Lung Act to pay for certain health care and black lung benefits of retired miners and allowable beneficiaries. These obligations are funded from medical VEBAs and a black lung trust.

The funded status of each plan at December 31, 2023 (Successor) were:

	Trust Asset Fair Value	Obligation Fair Value	Overfunded Status
Benefit Plan for UMWA Represented Retirees of Pennsylvania Mines, LLC	$ 30	$ 18	$ 12
Coal Worker's Pneumoconiosis (Black Lung) Benefit Plan	11	6	5

Shortfalls in funded status of the plans are assessed as contingent liabilities. As the fair value of VEBA and black lung trust assets exceed the plan obligations, both VEBA and black lung trust assets and the plan obligations are not reported on the Talen Consolidated Balance Sheets. See “Postretirement Benefit Obligations” in Note 2 for additional information.

16. Capital Structure

Successor

Our Third Amended and Restated Certificate of Incorporation, which became effective at Emergence, authorizes TEC to issue up to 400,000,000 shares of capital stock, consisting of 350,000,000 shares of common stock, par value $0.001 per share, and 50,000,000 shares of preferred stock, par value $0.01 per share. At Emergence, TEC issued 59,028,843 shares of common stock. The same number of shares remained outstanding as of December 31, 2023 (Successor). No shares of preferred stock are outstanding.

Each share of common stock entitles the record holder to one vote on all matters on which stockholders generally are entitled to vote. Subject to the rights of the holders of preferred stock, if any, the holders of shares of common stock are entitled to receive dividends and other distributions (payable in cash, property or capital stock of TEC) when, as and if declared thereon by the Board of Directors.

Registration Rights Agreement and Stockholders Agreement. In connection with Emergence, TEC entered into a Registration Rights Agreement and a Stockholders Agreement with certain of its stockholders . Under the Registration Rights Agreement, the Reg Rights Holders were granted customary registration rights that may be exercised after the consummation of an initial public offering by the Company, including customary shelf registration rights and piggyback rights. Pursuant to the Stockholders Agreement, the holders party thereto have certain limited information rights, drag-along rights and tag-along rights, and holders holding 5% or more of common stock have the right to designate a representative to an offering committee that, so long as the aggregate TEC ownership represented on the offering committee is at least 20%, will have rights to require TEC to pursue and consummate an initial public offering and to consent to certain key elements of the initial public offering structure.

Equity-Classified Warrants. Pursuant to an employment agreement with a former executive, at Emergence, the Company issued equity-classified warrants to the executive to purchase up to 457,142 shares common stock with a tenor of seven years and a strike price of $43.75, subject to adjustment in certain circumstances. The equity-classified warrants were valued at $8 million using the above strike price, 30.0% volatility, and a risk-free rate of 3.6%.

Liability-Classified Warrants. At Emergence, Riverstone received liability-classified warrants to purchase up to 5%, or 3,106,781 shares of TEC’s common stock with: (i) a tenor of five years; (ii) a strike price of $52.92, subject to adjustment in certain circumstances; (iii) Black-Scholes protection in the event of certain change of control transactions; and (iv) a contingent put option providing Riverstone the right to require that the Company redeem the warrants in cash upon certain change of control events.

In the third quarter 2023, TEC, TES, and Riverstone completed a transaction pursuant to which: (i) Riverstone surrendered all of its warrants to purchase TEC common stock to TEC and waived all future rights to the Retail PPA Incentive Equity; and (ii) TEC, TES and Riverstone terminated and canceled a tax indemnity agreement executed by them in connection with the TEC Global Settlement. TEC paid Riverstone $40 million in exchange for these cancellations and waivers and recognized a gain of $9 million presented as "Other non-operating income (expense), net" on the Consolidated Statements of Operations for the period from May 18 through December 31, 2023 (Successor).

Riverstone Cumulus Digital Buyout. In the third quarter 2023, Riverstone and TES completed a transaction in which TES purchased all of the Class A common units of Cumulus Digital Holdings held by Riverstone for an aggregate purchase price of $20 million (the "Riverstone Buyout"), of which TES paid $19 million. Affiliates of Orion also elected to participate in the Riverstone Buyout and acquired an additional 1% interest under the terms of the Cumulus Digital Holdings limited liability company agreement. Upon closing, TES's ownership interest in Cumulus Digital Holdings increased to approximately 95%. TES has sole control of Cumulus Digital Holdings' board of managers following the closing of the Riverstone Buyout.

Retail PPA Incentive Equity. Pursuant to the Plan of Reorganization and the TEC Global Settlement, at Emergence, the Company issued approximately 243,000 shares of TEC common stock to Riverstone in partial satisfaction of Riverstone's right to the Retail PPA Incentive Equity. The Retail PPA Incentive Equity also included a right of Riverstone to receive additional TEC common stock (or, at TEC's option, a cash payment) in the event Cumulus Data exercised an option with Talen Generation to purchase additional electricity generated by Susquehanna, as further described in the Plan of Reorganization. In August 2023, Riverstone agreed to waive its right to this additional portion of the Retail PPA Incentive Equity in exchange for a cash payment.

Share Repurchase Program. In October 2023, the Board of Directors approved a share repurchase program authorizing the Company to repurchase up to $300 million of the Company's outstanding common stock through December 31, 2025. Repurchases may be made from time to time, at the Company's discretion, in open market transactions at prevailing market prices, negotiated transactions, or other means in accordance with federal securities laws, and may be repurchased pursuant to a Rule 10b5-1 trading plan. The Company intends to fund repurchases from cash on hand. Repurchases by the Company will be subject to a number of factors, including the market price of the Company's common stock, alternative uses of capital, general market and economic conditions, and applicable legal requirements, and the repurchase program may be suspended, modified or discontinued by the Board of Directors at any time without prior notice. The Company has no obligation to repurchase any amount of its common stock under the repurchase program. In January 2024, the Company repurchased 225,000 shares of common stock for $14 million at a weighted average per share price of $63.52.

Orion Cumulus Digital Buyout. On March 11, 2024, TES acquired all of the equity units of Cumulus Digital Holdings held by affiliates of Orion in exchange for $36 million in cash. Following the transaction, TES owns 99.5% of the equity of Cumulus Digital Holdings, with the remaining 0.5% held by two former members of Talen senior management.

Predecessor

As of December 31, 2022 (Predecessor), outstanding shares of TEC owned by Riverstone affiliates and Talen MidCo LLC were:

	Talen MidCo LLC	Raven Power Holdings, LLC	C/R Energy Jade, LLC	Sapphire Power Holdings LLC
Shares (in thousands)	221	130	83	16

These shares were cancelled upon Emergence pursuant to the Plan of Reorganization.

17. Stock-Based Compensation

In June 2023, TEC began granting performance stock units ("PSUs") and restricted stock units ("RSUs") to certain employees and non-employee directors under the 2023 Talen Equity Plan. The aggregate number of shares authorized for issuance under the 2023 Talen Equity Plan is 7,083,461 shares.

Performance Stock Units

PSUs vest three years after Emergence or a consummation of a change in control event based on the satisfaction of a continued employment condition and the achievement of certain market conditions over a performance period. Participants will be awarded additional PSUs if market conditions exceed targets at the time of vesting. If the Company declares any cash dividends while the PSUs are outstanding, participants will be credited a dividend, payable at the time of vesting, based on the number of shares of common stock underlying the PSUs. The following table summarizes the Company's non-vested PSUs and changes during the year:

	Units	Weighted-Average Grant Date Fair Value per Unit
Non-vested as of May 18, 2023 (Successor)	—	$ —
Granted	968,793	54.35
Non-vested as of December 31, 2023 (Successor)	**968,793**	**$ 54.35**

There were no forfeited or vested PSUs for the period from May 18 through December 31, 2023 (Successor). The fair value of the PSUs was determined using a Monte Carlo valuation methodology based on the fair value of the underlying stock price at the grant date and the significant inputs and assumptions summarized below:

	PSUs
Volatility [(a)]	25 %
Expected term (in years)	3
Risk-free rate [(b)]	4.35% - 4.59%

(a) Derived from an option pricing method based on the average asset volatility of peer companies and the Company's leverage ratio.
(b) Grant date value derived from U.S. constant maturity treasury rates matching the terms of the PSUs.

Restricted Stock Units

RSUs have three-year graded vesting schedules beginning on the grant date. The fair value of the RSUs granted is derived from the closing price of TEC common stock on the grant date. The following table summarizes the Company's non-vested RSUs and changes during the year:

	Units	Weighted-Average Grant Date Fair Value per Unit
Non-vested as of May 18, 2023 (Successor)	—	$ —
Granted	845,269	48.46
Non-vested as of December 31, 2023 (Successor)	**845,269**	**$ 48.46**

There were no forfeited or vested RSUs for the period from May 18 through December 31, 2023 (Successor).

Stock-based Compensation Expense

Stock-based compensation expense was $19 million for the period from May 18 through December 31, 2023 (Successor) presented as "General and administrative" on the Consolidated Statements of Operations. There was no income tax benefit recognized due to the PSUs and RSUs during the period from May 18 through December 31, 2023 (Successor) and deferred tax assets related to PSUs and RSUs were not material as of December 31, 2023 (Successor).

See Note 2 for additional information regarding our accounting policy for stock-based compensation.

18. Earnings Per Share

Basic EPS is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the applicable period. Diluted EPS is computed by dividing income by the weighted-average number of shares of common stock outstanding, increased by incremental shares that would be outstanding if potentially dilutive non-participating securities were converted to common stock as calculated using the treasury stock method.

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Numerator: (Millions)				
Net Income (loss)	**$ 143**	**$ 465**	**$ (1,293)**	**$ (977)**
Exclude:				
Net income (loss) attributable to noncontrolling interest	9	(14)	(4)	—
Net Income (loss) attributable to the Company	**$ 134**	**$ 479**	**$ (1,289)**	**$ (977)**
Denominator: (Thousands)				
Weighted-average shares outstanding - Basic	59,029	—	—	—
Warrants	84	—	—	—
Restricted stock units	166	—	—	—
Performance stock units	120			
Weighted-average shares outstanding - Diluted	**59,399**	**—**	**—**	**—**
Basic earnings per share	**$ 2.27**	**$ —**	**$ —**	**$ —**
Diluted earnings per share	**2.26**	**—**	**—**	**—**

For the period from May 18 through December 31, 2023 (Successor), basic earnings per share of $2.27 includes 59,028,843 shares of common stock outstanding. For the periods from January 1 through May 17, 2023 and years ended 2022 and 2021 (Predecessor), there were no outstanding shares of common stock.

Diluted earnings per share during the period from May 18 through December 31, 2023 (Successor) excludes 134,798 performance stock units ("PSUs") outstanding due to their anti-dilutive nature. These awards are excluded from the calculation of EPS because the performance conditions have not been met during the reporting period.

19. Accumulated Other Comprehensive Income

The total changes in AOCI for the periods were:

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Beginning balance	$ —	$ (167)	$ (152)	$ (294)
Gains (losses) arising during the period	(36)	6	(84)	138
Reclassifications to Consolidated Statements of Operations	7	5	59	53
Income tax benefit (expense)	6	(5)	10	(49)
Other comprehensive income (loss)	**(23)**	**6**	**(15)**	**142**
Cancellation of equity at Emergence		161		
Accumulated other comprehensive income	**$ (23)**	**$ —**	**$ (167)**	**$ (152)**

The components of AOCI, net of tax, as of December 31 were:

	Successor	Predecessor	
	2023	2022	2021
Available-for-sale securities unrealized gain (loss), net	$ 5	$ (16)	$ 4
Qualifying derivatives unrealized gain (loss), net	—	9	11
Postretirement benefit prior service credits (costs), net	—	7	6
Postretirement benefit actuarial gain (loss), net	(28)	(167)	(173)
Accumulated other comprehensive income	**$ (23)**	**$ (167)**	**$ (152)**

The locations of pre-tax gains (losses) reclassified from AOCI and included on the Consolidated Statements of Operations for the periods were:

	Successor	Predecessor		
Location of gain (loss)	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Nuclear decommissioning trust funds gain (loss), net [(a)]	$ (7)	$ (4)	$ (33)	$ (2)
Depreciation, amortization and accretion [(b)]	—	1	2	2
Operation, maintenance and development [(c)]	—	—	(1)	(1)
Other non-operating income (expense), net [(d)]	—	(2)	(27)	(52)
Total	**$ (7)**	**$ (5)**	**$ (59)**	**$ (53)**

(a) Available-for-sale securities unrealized gain (loss), net.
(b) Qualifying derivatives unrealized gain (loss).
(c) Postretirement benefit prior service credits (costs), net
(d) Postretirement benefit actuarial gain (loss), net.

The postretirement obligations components of AOCI are not presented in their entirety on the Consolidated Statements of Operations during the periods; rather, they are included in the computation of net periodic defined benefit costs (credits). See Note 15 for additional information.

20. Supplemental Cash Flow Information

Supplemental information for the Consolidated Statements of Cash Flows for the periods was:

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Cash paid (received) during the period				
Interest and other finance charges, net of capitalized interest[(a)]	$ 133	$ 283	$ 277	$ 316
Income taxes, net	12	7	14	20
Non-cash investing and operating activities				
Capital expenditure accrual increase (decrease)	7	(28)	2	(2)
Accounts receivable contributed to equity method investment	—	—	2	6
Non-cash preferred equity method investment contribution and accounts payable accrual [(a)]	—	—	—	5
Depreciation, amortization and accretion included on the Statements of Operations:				
Depreciation, amortization and accretion	165	200	520	524
Amortization of deferred finance costs and original issuance discounts (interest expense) [(b)]	1	8	29	31
Other	(9)	—	—	—
Total depreciation, amortization and accretion	**$ 157**	**$ 208**	**$ 549**	**$ 555**
Non-cash financing/investing activities				
Non-cash hypothetical liquidation at book value contribution to equity and noncurrent assets	$ —	$ —	$ —	$ 11
Non-cash increase to PP&E and decrease to other current assets for transfer of miners by Cumulus Coin [(c)]	—	14	30	—
Non-cash decrease to PP&E and decrease to noncontrolling interest for transfer of miners to TeraWulf	—	3	—	—
Non-cash increase to PP&E and increase to noncontrolling interest for transfer of miners by TeraWulf [(b)]	—	38	14	—
Unrealized (gain) loss on derivatives:				
Commodity contracts	(52)	63	(625)	712
Interest rate swap contracts	12	2	(23)	(28)
Total unrealized (gain) loss on derivatives	**$ (40)**	**$ 65**	**$ (648)**	**$ 684**

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Operating activities reconciliation adjustments, other:				
Net periodic defined benefit cost	$ 2	$ (3)	$ 12	$ 36
Stock-based compensation	19	—	—	—
Derivative option premium amortization	52	29	67	(176)
Bitcoin revenue	(81)	(27)	—	—
Non-cash environmental liability revisions	—	—	13	—
Gain on sale of mineral rights and western gas portfolio	—	(44)	—	—
Non-cash ARO revisions	—	—	—	(3)
Gain on cancellation of lease	—	(7)	—	—
Nonrecourse PIK interest	3	9	(1)	—
Mark-to-market on warrants	4	—	—	—
Derivatives with financing elements	—	—	104	—
Debt restructuring (gain) loss, net	5	—	6	2
Other	(4)	—	(1)	(9)
Total	**$ —**	**$ (43)**	**$ 200**	**$ (150)**

(a) Capitalized interest totaled $10 million for May 18 through December 31, $12 million for January 1 through May 17 in 2023, $12 million in 2022, and $4 million in 2021.
(b) Includes previously recognized fair value adjustments on certain exchanges of indebtedness.
(c) In 2023, each of the joint venture partners of Nautilus made non-cash contributions to Nautilus of cryptocurrency miners that increased PP&E.

Cash and Restricted Cash

The following provides a reconciliation of "Cash and cash equivalents" and "Restricted cash and cash equivalents" presented on the Consolidated Statements of Cash Flows to line items within the Consolidated Balance Sheets:

	Successor	Predecessor
	December 31, 2023	December 31, 2022
Cash and cash equivalents	**$ 400**	**$ 724**
Restricted cash and cash equivalents:		
Commodity exchange margin	—	85
Collateral deposits [(a)]	—	89
TES TLC debt restricted deposits	472	—
Cumulus Digital Holdings debt restricted deposits	19	49
Nautilus project restricted deposits	10	19
LMBE-MC major maintenance reserve deposits	—	7
LMBE-MC debt service reserve deposits [(b)]	—	7
TEC Global Settlement deposits [(c)]	—	7
Other	—	1
Restricted cash and cash equivalents	**501**	**264**
Total	**$ 901**	**$ 988**

(a) Collateral deposits that supported the DIP LCF. Funds were returned to Talen upon Emergence.
(b) Outstanding indebtedness was repaid in August 2023 and these funds were released. See Note 13 for additional information on the repayment.
(c) Funds were released to a third party upon Emergence.

21. Related Party Transactions

Registration Rights Agreement and Stockholders Agreement

See Note 16 for information on a Registration Rights Agreement and Stockholders Agreement entered into with certain TEC stockholders at Emergence.

Predecessor Transactions

Prior to the Restructuring, Talen incurred and paid customary management fees for services provided by Riverstone and its affiliates and reimbursed Riverstone for certain costs. In November 2021, Riverstone agreed to suspend Talen's payment obligations for these management fees. In the third quarter 2022, as a result of the TEC Global Settlement, Talen adjusted the amounts previously accrued for these fees and Riverstone waived further payment of fees following Emergence. The aggregate fees incurred for services and reimbursements were:

	Predecessor	
	Year Ended December 31, 2022	Year Ended December 31, 2021
Riverstone Holdings, LLC management fees [(a)]	$ —	$ 1
Riverstone Holdings, LLC litigation fees [(a)]	(5)	6

(a) Presented as "General and administrative" on the Consolidated Statements of Operations. Includes adjustments recognized in September 2022. See below for additional information.

Pursuant to the TEC Global Settlement: (i) upon confirmation of the Plan of Reorganization in December 2022 (Predecessor), TES paid $8 million in fees and expenses of TEC's professional advisors; and (ii) deposited $7 million in a custodial account presented as "Restricted cash" on the December 31, 2022 (Predecessor) Consolidated Balance Sheets that was to be used to pay fees and expenses of TEC's advisors when due. The $7 million was paid to TEC's advisors from the custodial account upon Emergence.

During the year ended December 31, 2022 (Predecessor), as a result of the TEC Global Settlement and UCC Settlement, Talen: (i) reversed $5 million of accrued amounts due to Riverstone for unpaid management fees and expenses presented as "General and administrative"; and (ii) recognized $8 million of charges presented as "Reorganization income (expense), net" on the Consolidated Statements of Operations for TEC advisor fees payable by TES pursuant to the TEC Global Settlement.

Additionally, prior to the Restructuring, TES had paid certain expenses and liabilities incurred by TEC. Accordingly, as of December 31, 2022 (Predecessor), TES carried a $2 million receivable due from TEC presented as "Accounts receivable, net" within the Consolidated Balance Sheets. Such amounts were settled pursuant to the Plan of Reorganization upon Emergence.

See Note 3 for information on the TEC Global Settlement and the UCC Settlement.

During 2022 and 2021, Talen engaged parties related to two employees in management positions, both under two separate independent contractor agreements for office maintenance and IT services. During the years ended December 31, 2022 and 2021 (Predecessor), Talen paid approximately $88 thousand and $140 thousand, respectively, under these agreements. The contracts with these independent contractors were terminated in July 2022.

22. Acquisitions and Divestitures

Potential Acquisition

Talen Montana Colstrip Units 3 and 4 Transaction. In September 2022, Talen Montana entered into an agreement under which Puget Sound Energy, Inc. will abandon its 25% share of Colstrip Units 3 and 4 to Talen Montana for no cash consideration. Under the agreement, Puget Sound will retain certain liabilities attributable to

pre-closing operations, including environmental remediation and decommissioning costs, and Talen Montana will assume those liabilities for post-closing operations. The agreement is subject to customary closing conditions, including Bankruptcy Court approval. Subject to satisfaction of the closing conditions set forth in the agreement, the parties have agreed on a closing date of December 31, 2025. Talen also has a right of first refusal on any other changes in ownership in Colstrip Units 3 and 4.

Talen Montana did not obtain Bankruptcy Court approval of the agreement and continues to evaluate the circumstances under which it would acquire Puget Sound's interest in Colstrip Units 3 and 4. In February 2024, Puget Sound informed Talen Montana that it was in breach of the agreement for failing to obtain Bankruptcy Court approval and that the agreement is unenforceable. Talen Montana has agreed that the agreement is unenforceable and disputed that it breached the agreement.

Completed Divestitures

Data Center Campus Sale. On March 1, 2024, the Company completed its disposition of certain assets of Cumulus Data, which included our zero-carbon data center campus currently being developed adjacent to Susquehanna, to Amazon Data Services, Inc. for gross proceeds of $650 million, $300 million of which is to be held in escrow until the achievement of development milestones that are expected to be achieved in 2024. In connection with the Data Center Campus Sale, the Company entered into a power purchase agreement with Amazon Energy LLC, pursuant to which (i) the Company agreed to supply up to 960MW of long-term, carbon-free power to the Data Center Campus from Susquehanna; (ii) the parties agreed to fixed-price power commitments that increase in 120 MW increments over several years; and (iii) Amazon Energy LLC has a one-time option to cap commitments at 480 MW.

Pennsylvania Minerals Divestiture. In March 2023, Talen sold certain mineral interests located in Pennsylvania for $29 million, while preserving the right to certain royalty payments from existing and future producing natural gas wells. In 2023, For the period January 1 through May 17, 2023 (Predecessor), a $29 million gain was presented as "Other non-operating income (expense), net" on the Consolidated Statements of Operations.

Western Gas Book Divestiture. In April 2023, Talen sold certain contracts relating to the transportation of natural gas in the southwestern United States for approximately $15 million. For the period January 1 through May 17, 2023 (Predecessor), a $15 million gain was presented as "Other non-operating income (expense), net" on the Consolidated Statements of Operations.

23. Segments

Talen's reportable segments are based upon the market areas in which our generation facilities operate and reflect the manner in which our chief operating decision makers review results and allocates resources. Adjusted EBITDA is the key profit metric used to measure financial performance of each segment. Total assets or other asset metrics are not considered a key metric or reviewed by the chief operating decision makers.

Our reportable segments are engaged in electricity generation, marketing activities, commodity risk and fuel management within their respective RTO or ISO markets. The segments include:

- **PJM -** a reportable segment that includes the operating and marketing activities within the PJM market. PJM is comprised of Susquehanna Nuclear and Talen's natural gas and coal generation facilities located within the PJM market; and
- **ERCOT and WECC -** a reportable segment that includes the operating and marketing activities within the ERCOT market for the operations of the Talen Texas power generation facilities, and the operating and marketing activities for Talen Montana's proportionate share of the Colstrip Units. We have determined it appropriate to aggregate results from these markets into one reportable segment, based on a combination of size and economic characteristics.

Corporate, Development, and Other, or CD&O, represents the remaining non-segment grouping that includes: (i) General and administrative expenses incurred by our corporate and commercial functions that are not allocated to

our reportable segments; (ii) the development activities of Cumulus Growth Holdings; (iii) the development and operating activities of Cumulus Digital; (iv) other non-material components that are not regularly reviewed by our chief operating decision makers; and (v) intercompany eliminations. This grouping is presented to reconcile the reportable segments to our consolidated results.

Financial data for the segments and reconciliation to consolidated results are:

	May 18, 2023 through December 31, 2023 (Successor)			
	PJM	ERCOT and WECC	Corporate, Development, and Other	Total
Operating revenues	$ 1,114	$ 241	$ (11)	$ 1,344
Interest expense	—	—	176	176
Capital expenditures	111	17	33	161
Adjusted EBITDA	376	78		454

	January 1, 2023 through May 17, 2023 (Predecessor)			
	PJM	ERCOT and WECC	Corporate, Development, and Other	Total
Operating revenues	$ 1,052	$ 149	$ 9	$ 1,210
Interest expense	—	—	163	163
Capital expenditures	131	4	52	187
Adjusted EBITDA	687	31		718

	Year Ended December 31, 2022 (Predecessor)			
	PJM	ERCOT and WECC	Corporate, Development, and Other	Total
Operating revenues	$ 2,867	$ 313	$ (91)	$ 3,089
Interest expense	—	—	359	359
Capital expenditures	237	10	65	312
Adjusted EBITDA	964	105		1,069

	Year Ended December 31, 2021 (Predecessor)			
	PJM	ERCOT and WECC	Corporate, Development, and Other	Total
Operating revenues	$ 813	$ 109	$ 6	$ 928
Interest expense	—	—	325	325
Capital expenditures	166	21	37	224
Adjusted EBITDA	372	61		433

	Successor	Predecessor		
	May 18 through December 31, 2023	January 1 through May 17, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021
Adjusted EBITDA:				
PJM	$ 376	$ 687	$ 964	$ 372
ERCOT and WECC	78	31	105	61
Total Adjusted EBITDA	**$ 454**	**$ 718**	**$ 1,069**	**$ 433**
Reconciling Items:				
Bankruptcy, Liability Management and Restructuring Activities	$ (48)	$ 782	$ (1,538)	$ (42)
Interest expense and other finance charges	(181)	(163)	(365)	(336)
Income tax benefit (expense)	(51)	(212)	35	300
Depreciation, amortization and accretion	(165)	(200)	(520)	(524)
Nuclear fuel amortization	(108)	(33)	(94)	(96)
Unrealized (gain) loss on commodity derivative contracts	52	(63)	625	(712)
Nuclear decommissioning trust funds gain (loss), net	108	57	(184)	196
Gain (loss) on non-core asset sales, net	7	50	3	3
Legal settlements and litigation costs	84	(1)	(20)	(8)
Unusual market events	19	(14)	(33)	(78)
Impairments, canceled projects, inventory net realizable value and obsolescence, and receivables allowance	(7)	(437)	4	(24)
Consolidation of subsidiary gain (loss), net	—	—	(170)	—
Corporate, development and other	(21)	(19)	(105)	(89)
Net Income (Loss)	**$ 143**	**$ 465**	**$ (1,293)**	**$ (977)**

24. Subsequent Events

TEC evaluated subsequent events through March 14, 2024, the date the financial statements are available to be issued; all significant subsequent events are included in their respective notes to the financial statements.

TALEN ENERGY CORPORATION

SCHEDULE I - CONDENSED UNCONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

(Millions of Dollars, except share data)	Successor May 18 through December 31, 2023
Operating Revenues	$ —
Operating Expenses	—
Operating Income (Loss)	—
Equity in earnings of affiliate	134
Income Before Income Taxes	134
Income tax benefit (expense)	—
Net Income	134
Other comprehensive loss of affiliate	(23)
Comprehensive Income	$ 111
Net Income Per Share of Common Stock:	
Basic	$ 2.27
Diluted	2.26
Weighted-Average Shares of Common Stock Outstanding (in thousands):	
Basic	59,029
Diluted	59,399

The accompanying Notes to the Condensed Unconsolidated Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION

SCHEDULE I - CONDENSED UNCONSOLIDATED BALANCE SHEET

(Millions of Dollars)	Successor December 31, 2023
Assets	
Investment in affiliate	$ 2,457
Total Assets	$ 2,457
Liabilities and Stockholders' Equity	
Stockholders' Equity	
Common stock - $0.001 pay value[(a)]	$ —
Additional paid-in capital	2,346
Accumulated retained earnings (deficit)	134
Accumulated other comprehensive income (loss)	(23)
Stockholders' Equity	2,457
Total Liabilities and Stockholders' Equity	$ 2,457

(a) As of December 31, 2023 (Successor): 350,000,000 shares authorized; 59,028,843 shares issued and outstanding.

The accompanying Notes to the Condensed Unconsolidated Financial Statements are an integral part of the financial statements.

TALEN ENERGY CORPORATION

SCHEDULE I - NOTES TO CONDENSED UNCONSOLIDATED FINANCIAL STATEMENTS

1. Basis of Presentation

Talen Energy Corporation ("TEC" or "Successor") is a holding company whose only material businesses and properties are held through its direct and wholly owned subsidiary, Talen Energy Supply, LLC, ("TES" or the "Predecessor"). Certain of TES's debt agreements include covenants that restrict the payment of dividends or other distributions to TEC, restricting in excess of 25% of TEC's consolidated net assets. Accordingly, these condensed unconsolidated financial statements and related footnotes have been prepared in accordance with Sections 5-04 and 12-04 of Regulation S-X. These statements should be read in conjunction with the Annual Financial Statements of TEC and notes thereto (the "Annual Financial Statements").

In May 2023, TEC and the majority of its subsidiaries emerged from bankruptcy (the "Restructuring") and adopted fresh start accounting. Unconsolidated financial results are presented for TEC for the Successor period from May 18 through December 31, 2023. Because results presented in the Annual Financial Statements for Predecessor periods (prior to May 18, 2023) represent the operating results TES, such results are not repeated here. See Notes 2 and 3 in Notes to the Annual Financial Statements for additional information regarding the Restructuring and related accounting.

TEC held no cash nor had any cash activity during the period from May 18 through December 31, 2023; therefore, a statement of cash flows has not been included.

2. TES Indebtedness

For a general description of the material terms of TES's indebtedness, see Note 13 in Notes to the Annual Financial Statements.

TEC is a holding company that does not (and does not intend to) conduct any business operations or incur material obligations of its own. The Indenture and Credit Facilities restrict the ability of TES to pay dividends or make other distributions to TEC, subject to certain exceptions. Notable exceptions include the ability to pay dividends or make distributions: (1) in an amount not to exceed $160 million, (2) in an unlimited amount so long as TES's pro forma consolidated total net leverage ratio is less than or equal to 1.5 to 1.0 (or, on and after the date the second quarter 2024 financials are due under the Credit Agreement, 2.0 to 1.0), and (3) in an amount not to exceed the sum of: (a) TES's adjusted EBITDA minus 140% of TES's consolidated interest expense, in each case, for the period beginning June 1, 2023 (subject to (i) in the case of the Credit Facilities, compliance with a pro forma consolidated total net leverage ratio of less than or equal to 2.25 to 1.0 (or, after the date the second quarter 2024 financials are due under the Credit Agreement, 2.75 to 1.0) and (ii) in the case of the Indenture, the ability to incur $1 of additional ratio debt), (b) $150 million, (c) equity contributions to TES, and (d) other customary "builder basket" components.

TEC does not have any separate indebtedness, other long-term obligations, or mandatory dividend or redemption requirements of redeemable stocks.

As of December 31, 2023, no cash dividends have been paid to TEC in the last three fiscal years by any other entity.

3. Commitments and Contingencies

See Note 12 in Notes to the Annual Financial Statements for commitments and contingencies of TEC.

GLOSSARY OF TERMS AND ABBREVIATIONS

When used in this prospectus, the following capitalized terms have the meanings set forth below:

"**2023 Equity Plan**" means the 2023 Equity Incentive Plan of Talen Energy Corporation, effective as of May 17, 2023.

"**Adjusted EBITDA**" means net income (loss) adjusted, among other things, for certain: (i) nonrecurring charges; (ii) non-recurring gains; (iii) non-cash and other items; (iv) unusual market events; (v) any depreciation, amortization or accretion; (vi) mark-to-market gains or losses; (vii) gains and losses on the NDT; (viii) gains and losses on asset sales, dispositions and asset retirement; (ix) impairments, obsolescence and net realizable value charges; (x) interest; (xi) income taxes; (xii) legal settlements, liquidated damages and contractual terminations; (xiii) development expenses; (xiv) noncontrolling interest; and (xv) other adjustments. Pursuant to TES's debt agreements, Cumulus Digital contributes to Adjusted EBITDA beginning in the first quarter 2024, following termination of the Cumulus Digital credit facility and associated cash flow sweep.

"**Adjusted Equity Value**" means amount per share of TEC common stock equal to the sum of: (i) (a) if the measurement date is a "change in control event," the implied per share value achieved in connection with such change in control event or, (b) if the measurement date is not a "change in control event," the per share value (x) if the Company is listed on a national securities exchange, based on the 120-day volume-weighted average price or, (y) if the Company is not listed on a national securities exchange, as determined by the Company in good faith, *plus;* (ii) the aggregate per share value of any distributions or dividends paid with respect to shares between Emergence and the measurement date, or approved for distribution within the next quarter but not yet paid.

"**Annual Financial Statements**" means the audited Consolidated Balance Sheets of TEC as of December 31, 2023 (Successor) and TES as of December 31, 2022 (Predecessor); the related audited consolidated statements of operations, statements of comprehensive income, statements of cash flows, and statements of equity for the period from May 18, 2023 through December 31, 2023 (Successor), and for the period from January 1, 2023 through May 17, 2023 and the years ended 2022 and 2021 (Predecessor), and the related notes.

"**AOCI**" means accumulated other comprehensive income or loss, which is a component of stockholder's equity on the Consolidated Balance Sheets.

"**ARO**" means asset retirement obligation.

"**AWS**" means Amazon Web Services, Inc. and its affiliates.

"**Backstop Commitment Letter**" means the Backstop Commitment Letter, dated as of May 31, 2022, by and among the Debtors and the Backstop Parties, as subsequently amended, supplemented or otherwise modified.

"**Backstop Parties**" means those certain holders of claims under the Prepetition Unsecured Notes and PEDFA 2009A Bonds party to the Backstop Commitment Letter.

"**Backstop Premium**" means a premium, comprised of (i) a periodic premium, paid monthly by the Debtors to each Backstop Party at a rate equal to 10% per annum of each Backstop Party's portion of the aggregate backstop commitment under the Backstop Commitment Letter and (ii) an additional premium, payable by the Debtors in cash or equity upon consummation of the Plan of Reorganization, equal to 20% of each Backstop Party's portion of the aggregate backstop commitment under the Backstop Commitment Letter, reduced by the amount of monthly Backstop Premium previously paid.

"**Bankruptcy Code**" means Title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

"**Barney Davis**" means a generation facility in Corpus Christi, Texas, owned and operated by Talen prior to the ERCOT Sale.

"**Bilateral LC Agreement**" means the Letter of Credit Facility Agreement, dated as of May 17, 2023, by and among TES, as borrower, Barclays Bank PLC, as administrative agent and LC issuer, and Citibank, N.A., as collateral agent, which governs the Bilateral LCF, as the same may be amended, amended and restated, supplemented or otherwise modified from time-to-time.

"**Bilateral LCF**" means the senior secured bilateral letter of credit facility in an aggregate committed amount of $75 million under the Bilateral LC Agreement, which is available for the issuance of standby LCs. Obligations under the Bilateral LCF are guaranteed by the Subsidiary Guarantors and secured by a first priority lien and security interest in substantially all of the assets of TES and the Subsidiary Guarantors.

"**Board of Directors**" means the board of directors of Talen Energy Corporation.

"**Brandon Shores**" means a Talen-owned and operated generation facility in Curtis Bay, Maryland.

"**Brunner Island**" means a Talen-owned and operated generation facility in York Haven, Pennsylvania.

"**Camden**" means a Talen-owned and operated generation facility in Camden, New Jersey.

"**Capacity Factor**" means the ratio of actual electrical energy output of one or more generating units over a given period of time to the theoretical maximum electrical energy output of the same unit or units over that period.

"**Capacity Performance**" the sole class of capacity product that electricity providers within PJM can offer to satisfy PJM's capacity obligation and thereby receive capacity payments from PJM. Auctions for this opportunity, generally referred to as capacity auctions, are scheduled by PJM periodically, up to three years in advance of the applicable PJM Capacity Year and in accordance with the terms of PJM's Tariff and FERC's orders. Capacity Performance providers assume higher performance requirements during system emergencies and are subject to penalties for non-performance.

"**CCR**" means Coal Combustion Residuals, including but not limited to fly ash, bottom ash and gypsum, that are produced from coal-fired electric generation facilities.

"**CIFP**" means Critical Issue Fast Path.

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

"**Colstrip**" means a generation facility comprised of four coal-fired generation units located in Colstrip, Montana (collectively, the "Colstrip Units"). Talen Montana operates the Colstrip Units, owns an undivided interest in Colstrip Unit 3, and has an economic interest in Colstrip Unit 4. Colstrip Units 1 and 2 were permanently retired in January 2020. See Note 10 in Notes to the Annual Financial Statements for additional information on jointly owned facilities and Talen Montana's ownership interests in the Colstrip Units.

"**Colstrip AOC**" means the "Administrative Order on Consent" entered into in 2012 (with minor amendments in 2017) between Talen Montana (on behalf of the co-owners of the Colstrip Units and in its capacity as the operator of Colstrip) and the MDEQ.

"**Conemaugh**" means a generation facility located in New Florence, Pennsylvania, in which Talen Generation, through a direct subsidiary, owns a 22.22% undivided interest. Conemaugh is operated by an unaffiliated party. See Note 10 in Notes to the Annual Financial Statements for additional information on jointly owned facilities.

"**Conemaugh Fuels**" means Conemaugh Fuels, LLC, an entity in which Talen Generation owns a 22.22% equity interest, which engages in the purchase of coal, the subsequent sale of coal to Conemaugh and other fuel-related activities.

"**Credit Agreement**" means the Credit Agreement, dated as of May 17, 2023, by and among TES, as borrower, the lending institutions from time to time parties thereto, Citibank, N.A., as administrative agent and collateral agent, and the joint lead arrangers and joint bookrunners parties thereto, which governs the RCF, the Term Loans and the

TLC LCF, as the same may be amended, amended and restated, supplemented or otherwise modified from time-to-time.

"**Credit Facilities**" means, collectively, the RCF, the Term Loans, the TLC LCF and the Bilateral LCF.

"**Cumulus Affiliates**" means, collectively, Cumulus Growth Holdings, Cumulus Digital Holdings and their respective subsidiaries.

"**Cumulus Coin**" means Cumulus Coin LLC, a direct subsidiary of Cumulus Coin Holdings that owns a 75% equity interest in Nautilus as of March 31, 2024.

"**Cumulus Coin Holdings**" means Cumulus Coin Holdings LLC, a direct subsidiary of Cumulus Digital that, through its direct subsidiary, Cumulus Coin, owns an equity interest in Nautilus. Talen Energy Supply and Talen Growth previously held voting, convertible preferred equity interests in this entity. In September 2022, in connection with the Cumulus Digital Equity Conversion, the preferred equity interests in this entity were converted to common equity interests in Cumulus Digital Holdings.

"**Cumulus Data**" means Cumulus Data LLC, formerly Susquehanna Data LLC, a direct subsidiary of Cumulus Data Holdings that, prior to the Cumulus Data Campus Sale, was developing the Cumulus Data Campus.

"**Cumulus Data Campus Sale**" or "**Data Center Campus Sale**" means the Company's sale, on March 1, 2024, of certain assets of Cumulus Data, which included all of the land, power infrastructure, powered shell and intangibles of Cumulus Data Campus, to AWS for gross proceeds of $650 million, $300 million of which is to be released from escrow upon achievement of certain development milestones.

"**Cumulus Data Holdings**" means Cumulus Data Holdings LLC, a direct subsidiary of Cumulus Digital and the direct parent of Cumulus Data. Talen Energy Supply and Talen Growth previously held voting, convertible preferred equity interests in this entity. In September 2022, in connection with the Cumulus Digital Equity Conversion, the preferred equity interests in this entity were converted to common equity interests in Cumulus Digital Holdings.

"**Cumulus Digital**" means Cumulus Digital LLC, a direct subsidiary of Cumulus Digital Holdings and the direct parent of Cumulus Data Holdings and Cumulus Coin Holdings.

"**Cumulus Digital Equity Conversion**" means the conversion of preferred equity in Cumulus Coin Holdings and Cumulus Data Holdings held by TES, Talen Growth and Riverstone V Coin Holdings L.P., and the conversion of class B units of Cumulus Digital Holdings held by Orion affiliates, in each case into common equity of Cumulus Digital Holdings, as contemplated by the Cumulus Term Sheet, dated as of August 29, 2022, by and among TES, TEC, Cumulus Digital Holdings, Orion, Riverstone and certain of their respective affiliates, which was an attachment to the fifth amendment to the RSA.

"**Cumulus Digital Holdings**" means Cumulus Digital Holdings LLC, a subsidiary of TES and the direct parent of Cumulus Digital. Prior to September 2022, Cumulus Digital Holdings was a subsidiary of Cumulus Growth. As a result of the Cumulus Digital Equity Conversion, TES obtained a controlling financial interest in Cumulus Digital Holdings. Accordingly, TES consolidates this entity and its subsidiaries in accordance with accounting rules. As of March 28, 2024, TES owns 100% of the common equity of Cumulus Digital Holdings.

"**Cumulus Digital TLF**" means the Cumulus Digital term loan facility, due September 2027, under that certain Credit Agreement, dated as of September 20, 2021, by and among Cumulus Digital and its subsidiaries, Cumulus Digital Holdings and affiliates of Orion, as the same was amended, amended and restated, supplemented or otherwise modified from time-to-time, under which Cumulus Digital borrowed $175 million to support Cumulus Coin's required contributions to Nautilus, as well as Cumulus Data's construction of certain shared infrastructure supporting both Nautilus and the Cumulus Data Center Campus. The Cumulus Digital TLF was paid in full on March 1, 2024.

"**Cumulus Growth Holdings**" means Cumulus Growth Holdings LLC, a direct subsidiary of TES that owns interests in real estate and renewable development projects.

"**Cumulus Term Sheet**" means Term Sheet, dated as of August 29, 2022, by and among, TES, TEC, Cumulus Digital Holdings, Orion, Riverstone and certain of their respective affiliates.

"**Dartmouth**" means a Talen-owned and operated generation facility in Dartmouth, Massachusetts.

"**Debtors**" means, (a) prior to December 12, 2022, Talen Energy Supply and all of its direct and indirect subsidiaries, other than: (i) LMBE-MC Holdco and its subsidiaries, (ii) TRF and (iii) the Cumulus Affiliates and (b) from and after December 12, 2022, the foregoing Debtors together with TEC. See Note 3 in Notes to the Annual Financial Statements for additional information.

"**DIP Facilities**" means, collectively, the DIP RCF, DIP TLB and DIP LCF.

"**DIP LCF**" means the letter of credit facility established under the Debtors' Superpriority Secured Debtor-In-Possession Letter of Credit Facility Agreement, dated as of May 11, 2022, which provided for LCs outstanding under the Prepetition RCF as of commencement of the Restructuring to remain outstanding with superpriority status.

"**DIP RCF**" means the revolving credit facility that provided aggregate revolving commitments of $300 million, including a letter of credit sub-facility of up to $75 million, under the Debtors' Superpriority Secured Debtor-In-Possession Credit Agreement, dated as of May 11, 2022.

"**DIP Secured ISDAs**" means certain bilateral secured International Swaps and Derivatives Association ("ISDA") agreements and Base Contracts for Sale and Purchase of Natural Gas as published by the North American Energy Standards Board ("NAESB") of Talen Energy Marketing, the obligations under which were secured by a superpriority lien and security interest in substantially all of the assets of Talen Energy Supply and the Debtors.

"**DIP TLB**" means the term loan B facility in an aggregate principal amount of $1 billion under the Debtors' Superpriority Secured Debtor-In-Possession Credit Agreement, dated as of May 11, 2022.

"**EGU**" means Electric Generating Unit.

"**EIS**" means the Environmental Impact Statement related to mining permits.

"**Emergence**" means May 17, 2023, the date that the Plan of Reorganization became effective in accordance with the terms thereof and the Debtors emerged from the Restructuring.

"**EPA**" means the U.S. Environmental Protection Agency.

"**EPA 2015 Ozone Standard**" means the EPA's 2015 revision to the 8-hour ozone EPA NAAQS for ground-level ozone to 70 parts per billion, based on extensive scientific evidence about ozone's effects on public health and welfare.

"**EPA CCR Rule**" means the national regulatory standards required by the EPA for the management of CCRs in landfills and surface impoundments.

"**EPA CSAPR**" means the Cross-State Air Pollution Rule. Requires 28 states in the eastern half of the U.S. to reduce power plant emissions that cross state lines and contribute to ground-level ozone and fine particle pollution in other states. A cap-and-trade system is used to reduce the target pollutants—sulfur dioxide and nitrogen oxides.

"**EPA ELG Rule**" means the effluent limitation guidelines, which are national regulatory standards required by the EPA for wastewater discharged from specific industrial categories, including but not limited to coal-fired electric generation facilities, to surface waters and municipal sewage treatment plants.

"**EPA MATS Rule**" means the Mercury and Air Toxics Standards, EPA technology-based emissions standards for mercury and other hazardous air pollutants emitted by generation units with a capacity of more than 25 megawatts.

"**EPA NAAQS**" means the National Ambient Air Quality Standards, which define the maximum amount of a pollutant averaged over a specified period of time that can be present in outdoor air without harming public health.

"**EPA NESHAP**" means the National Emissions Standards for Hazardous Air Pollutants, an EPA standard that is applicable to the emissions of hazardous air pollutants produced by corporations, institutions and government agencies.

"**EPA RTR**" means the EPA's Risk and Technology Review of the EPA NESHAP, which is a combined effort to evaluate both risk and technology as required by the Clean Air Act after the application of maximum achievable control technology standards.

"**EPS**" means earnings per share.

"**ERCOT**" means the Electric Reliability Council of Texas, operator of the electricity transmission network and electricity energy market in most of Texas, which is responsible for, among other things, scheduling electric deliveries and performing financial settlements for the competitive wholesale bulk-power market.

"**ERCOT Sale**" means the sale of our ERCOT fleet to CPS Energy in May 2024.

"**ESG**" means environmental, social and corporate governance.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Exit Financings**" means TES's issuance of the Secured Notes and entry into the Credit Facilities in connection with Emergence.

"**Federal Quiet Title Act**" means the federal statute that provides for legal proceedings to determine ownership of real property.

"**FERC**" means the U.S. Federal Energy Regulatory Commission. FERC regulates interstate transmission and wholesale sales of electricity, interstate transportation of natural gas and oil, hydropower projects and natural gas terminals.

"**GAAP**" means Generally Accepted Accounting Principles in the United States.

"**GW**" means Gigawatt, one million kilowatts of electric power.

"**GWh**" means Gigawatts of electric power per hour.

"**H.A. Wagner**" means a Talen-owned and operated generation facility in Curtis Bay, Maryland.

"**IBEW**" means International Brotherhood of Electrical Workers, a labor union.

"**Indenture**" means the Indenture, dated as of May 12, 2023, as supplemented by the First Supplemental Indenture, dated as of May 17, 2023, as further supplemented by the Second Supplemental Indenture, dated as of October 6, 2023, each between TES, the Subsidiary Guarantors and Wilmington Savings Fund Society, FSB, as trustee, which governs the Secured Notes, as the same may be further amended, amended and restated, supplemented or otherwise modified from time-to-time.

"**Inflation Reduction Act**" means the Inflation Reduction Act of 2022, which was signed into law in August 2022. Among the Inflation Reduction Act's provisions are: (i) amendments to the Code to create a nuclear production tax credit program; (ii) the creation, extension and modification of tax credit programs for certain clean energy projects, such as solar, wind and battery storage; and (iii) adjustments to corporate tax rates.

"**Interim Financial Statements**" means the unaudited condensed consolidated balance sheet of TEC as of March 31, 2024 the related condensed consolidated statements of operations, statements of comprehensive income (loss), statements of cash flows, and statements of equity for the three months ended March 31, 2024 (Successor) and 2023 (Predecessor), and the related notes.

"**ISO**" means Independent System Operator.

"**Keystone**" means a generation facility located in Shelocta, Pennsylvania, in which Talen Generation, through a direct subsidiary, owns a 12.34% undivided interest. Keystone is operated by an unaffiliated party. See Note 10 in Notes to the Annual Financial Statements for additional information on jointly owned facilities.

"**Keystone Fuels**" means Keystone Fuels, LLC, an entity in which Talen Generation owns a 12.34% equity interest, which engages in the purchase of coal, the subsequent sale of coal to Keystone and other fuel-related activities.

"**KWh**" means kilowatts of electric power per hour.

"**Laredo**" means a generation facility in Laredo, Texas, owned and operated by Talen prior to the ERCOT Sale.

"**LC**" means letter of credit.

"**LMBE-MC**" means LMBE-MC HoldCo II LLC, a former direct subsidiary of LMBE-MC Holdco that, through its subsidiaries, owned generation facility operations in Pennsylvania and was the borrower under the LMBE-MC TLB and LMBE-MC RCF. Following termination of the LMBE-MC Credit Agreement, LMBE-MC was dissolved and its generation subsidiaries were distributed to Talen Generation.

"**LMBE-MC Credit Agreement**" means the Credit and Guaranty Agreement, dated as of December 3, 2018, among LMBE-MC, as borrower, LMBE-MC Holdco, as holdings, the guarantors named therein, MUFG Union Bank, N.A., as initial issuing bank and MUFG Bank, LTD, as administrative agent, which governs the LMBE-MC RCF and the LMBE-MC TLB, as the same may be amended, amended and restated, supplemented or otherwise modified from time-to-time. The LMBE-MC Credit Agreement was terminated in August 2023.

"**LMBE-MC Holdco**" means LMBE-MC HoldCo I LLC, a former direct subsidiary of Talen Generation and the parent of LMBE-MC that, through its subsidiaries, owned generation facility operations in Pennsylvania. Following termination of the LMBE-MC Credit Agreement, LMBE-MC Holdco was dissolved and its generation subsidiaries were distributed to Talen Generation.

"**LMBE-MC RCF**" means the revolving credit facility, including a letter of credit sub-facility, maturing in December 2023, established under the LMBE-MC Credit Agreement. Obligations under the LMBE-MC RCF were guaranteed by LMBE-MC Holdco and its subsidiaries and secured by a first priority lien and security interest in substantially all of their assets. The LMBE-MC RCF was terminated in August 2023. See Note 13 in Notes to the Annual Financial Statements for additional information.

"**LMBE-MC TLB**" means the term loan B facility, due December 2025, established under the LMBE-MC Credit and Guaranty Agreement. Obligations under the LMBE-MC TLB were guaranteed by LMBE-MC Holdco and its subsidiaries and secured by a first priority lien and security interest in substantially all of their assets. The LMBE-MC TLB was repaid in full and terminated in August 2023. See Note 13 in Notes to the Annual Financial Statements for additional information.

"**Lower Mt. Bethel**" means a Talen-owned and operated generation facility in Bangor, Pennsylvania.

"**Martins Creek**" means a Talen-owned and operated generation facility in Bangor, Pennsylvania.

"**MBER**" means Montana Board of Environmental Review, a state-level government agency responsible for administering environmental regulatory, clean up, monitoring, pollution prevention and energy conservation laws.

"**MDEQ**" means Montana Department of Environmental Quality, which is responsible for regulating air, water and ground resources to administer Montana's environmental and mine reclamation laws.

"**MEIC**" means Montana Environmental Information Center, a non-partisan, non-profit environmental advocacy group.

"**MMBtu**" means one million British Thermal Units.

"**Montour**" means a Talen-owned and operated generation facility in Washingtonville, Pennsylvania.

"**MW**" means megawatt, one thousand kilowatts (one million watts) of electric power.

"**MWh**" means megawatt hour, or megawatts of electric power per hour.

"**Nautilus**" means Nautilus Cryptomine LLC, a joint venture owned, as of March 31, 2024, 75% by Cumulus Coin and 25% by TeraWulf, which owns and operates a cryptomining project on land at the Cumulus Data Campus.

"**NAV**" means net asset value.

"**NCI**" means non-controlling interest.

"**NDT**" means the nuclear facility decommissioning trust for Susquehanna.

"**NEIL**" means Nuclear Electric Insurance Limited.

"**NEPA**" means National Environmental Policy Act, which requires federal agencies to assess the environmental effects of their proposed actions prior to making decisions. The range of actions covered by NEPA is broad and includes making decisions on permit applications, adopting federal land management actions and constructing highways and other publicly-owned facilities.

"**NERC**" means the North American Electric Reliability Corporation, a not-for-profit international regulatory authority whose mission is to assure the effective and efficient reduction of risks to the reliability and security of the grid.

"**NOL**" means net operating loss.

"**NorthWestern**" means NorthWestern Corporation d/b/a NorthWestern Energy, a co-owner in Colstrip.

"**NRC**" means the U.S. Nuclear Regulatory Commission, which was created as an independent agency by Congress in 1974 to ensure the safe use of radioactive materials for beneficial civilian purposes while protecting people and the environment. The NRC regulates commercial nuclear power plants and other uses of nuclear materials, such as in nuclear medicine, through licensing, inspection and enforcement of its requirements.

"**Nuclear PTC**" means the nuclear production tax credit under the Inflation Reduction Act.

"**Nueces Bay**" means a generation facility in Corpus Christi, Texas, owned and operated by Talen prior to the ERCOT Sale.

"**OCI**" means other comprehensive income or loss.

"**Operating Reserve Demand Curve**" means ERCOT's Operating Reserve Demand Curve, which is a market mechanism that values operating reserves in the wholesale electric market based on the scarcity of those reserves and reflects that value in energy prices.

"**Orion**" means Orion Energy Partners, whose affiliates were third-party lenders under in the Cumulus Digital TLF.

"**OSM**" means the U.S. Office of Surface Mining Reclamation and Enforcement.

"**Ozone Season**" means a period of time in which ground-level ozone reaches its highest concentrations in the air.

"**Ozone Transport Commission**" means a multi-state organization created under the Clean Air Act responsible for advising the EPA and implementing regional solutions to ground-level ozone issues.

"**PA DEP**" means the Pennsylvania Department of Environmental Protection, the agency in the state of Pennsylvania responsible for protecting and preserving the land, air, water and public health through enforcement of the state's environmental laws.

"**Pattern Energy**" means Pattern Renewables 2 LP, an unaffiliated third party in which Riverstone holds a minority interest.

"**PEDFA Bonds**" means the following series of Pennsylvania Economic Development Financing Authority ("PEDFA") Exempt Facilities Revenue Refunding Bonds: Series 2009A due December 2038 ("PEDFA 2009A Bonds"); Series 2009B due December 2038 ("PEDFA 2009B Bonds"); and Series 2009C due December 2037 ("PEDFA 2009C Bonds"). All series of the PEDFA Bonds were guaranteed by certain of the Prepetition Guarantors. Holders of the PEDFA 2009A Bonds received TEC common stock in connection with the Restructuring in satisfaction of their claims. The PEDFA 2009B Bonds and PEDFA 2009C Bonds currently remain outstanding and are guaranteed by certain of the Subsidiary Guarantors.

"**Petition Date**" means, with respect to a Debtor, the date on which such Debtor commenced its Restructuring, either May 9, 2022 or May 10, 2022.

"**PIK**" means paid-in-kind.

"**PJM**" means PJM Interconnection, L.L.C., the RTO that operates the electricity transmission network and wholesale power market in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.

"**PJM ACR**" means PJM's "Avoidable Cost Rate" defined under the PJM Open Access Transmission Tariff, if the formula that serves as the PJM MSOC.

"**PJM Base Residual Auction**" means a component of the PJM RPM, the PJM Base Residual Auction, is intended to secure power supply resources from market participants in advance of the PJM Capacity Year. It is usually held during the month of May three years prior to the start of the PJM Capacity Year.

"**PJM Capacity Year**" means the PJM capacity revenues delivery years cover the period from June 1 to May 31.

"**PJM IMM**" means the Independent Market Monitor for PJM, who is intended to operate independently from PJM staff and members to objectively monitor, investigate, evaluate and report on PJM's markets and is responsible for guarding against the exercise of market power.

"**PJM MOPR**" means the Minimum Offer Price Rule, which limits the minimum price at which certain units can bid into the auction due to certain external subsidization.

"**PJM MSOC**" means the PJM Market Seller Offer Cap, which is the price ceiling applied by PJM to certain capacity sell offers and is based on the PJM ACR.

"**PJM RPM**" means PJM's capacity market, or the Reliable Pricing Model, formed under PJM's Open Access Transmission Tariff, which is intended to ensure long-term grid reliability by securing the appropriate amount of power supply resources needed to meet predicted energy demand in the future. Under PJM's "pay-for-performance" model, generation resources are required to deliver on demand during system emergencies or owe a payment for non-performance.

"**Plan of Reorganization**" means the Joint Chapter 11 Plan of Reorganization of Talen Energy Supply, LLC and Its Affiliated Debtors [Docket No. 1206], as subsequently amended, supplemented or otherwise modified, and any exhibits or schedules thereto.

"**PP&E**" means property, plant and equipment.

"**PPL**" means PPL Corporation, the former indirect parent holding company of Talen Energy Supply and Talen Energy Corporation until 2015.

"**Predecessor**" relates to the financial position or results of operations of Talen Energy Supply for periods prior to Emergence, or May 17, 2023.

"**Prepetition CAF**" means the Credit Agreement, dated as of December 14, 2021, as subsequently amended, supplemented or otherwise modified, among Talen Energy Supply, as parent, Talen Energy Marketing and Susquehanna, as borrowers, the lenders party thereto, and Alter Domus (US) LLC, as administrative agent, which established a senior secured commodity accordion revolving credit facility. Obligations under the Prepetition CAF were guaranteed by the Prepetition Guarantors and secured by a first priority lien and security interest in substantially all of the assets of Talen Energy Supply and the Prepetition Guarantors.

"**Prepetition Deferred Capacity Obligations**" means the prepetition obligations arising under an auction specific MW transaction confirmation, executed in March 2021, between Talen and an unaffiliated third party, which involved the transfer by a Talen subsidiary to the third party of capacity rights and revenues associated with physical MW of capacity cleared under the PJM capacity auctions for planning years 2020/2021 and 2021/2022. These obligations had been fully performed as of June 2022.

"**Prepetition Guarantors**" means certain wholly owned subsidiaries of Talen Energy Supply that guaranteed obligations under the Prepetition Indebtedness and the Prepetition Secured ISDAs.

"**Prepetition Indebtedness**" means, collectively, the Prepetition RCF, Prepetition TLB, Prepetition CAF, Prepetition Secured Notes, Prepetition Unsecured Notes and PEDFA Bonds.

"**Prepetition Inventory Repurchase Obligations**" means the prepetition obligations arising under a product purchase and sale agreement, executed in December 2019, pursuant to which certain Prepetition Guarantors sold coal and fuel oil to an unaffiliated third party and then repurchased that fuel on a periodic basis for generation purposes, The remaining fuel was repurchased in May 2022 in connection with the termination of the arrangement. See Note 8 in Notes to the Annual Financial Statements for additional information.

"**Prepetition LCFs**" means, collectively, TES's prepetition unsecured, bilateral LC facilities (i) with Credit Suisse International, which expired in June 2023; and (ii) with Goldman Sachs Bank USA, which was terminated in May 2023. Obligations under the Prepetition LCFs were guaranteed by the Prepetition Guarantors.

"**Prepetition RCF**" means the Credit Agreement dated as of June 1, 2015, as subsequently amended, supplemented or otherwise modified, among Talen Energy Supply, as borrower, Citibank, N.A., as administrative agent and collateral trustee, and the lenders party thereto, which established a senior secured revolving credit facility, including an LC sub-facility, which was subsequently amended to an LC-only facility. Obligations under the Prepetition RCF were guaranteed by the Prepetition Guarantors and secured by a first priority lien and security interest in substantially all of the assets of Talen Energy Supply and the Prepetition Guarantors.

"**Prepetition Secured Indebtedness**" means, collectively, the Prepetition RCF, Prepetition TLB, Prepetition CAF and Prepetition Secured Notes.

"**Prepetition Secured ISDAs**" means certain prepetition bilateral secured ISDA and NAESB agreements of Talen Energy Marketing. Obligations under the Prepetition Secured ISDAs were secured by a first priority lien and security interest in substantially all of the assets of Talen Energy Supply and the Prepetition Guarantors.

"**Prepetition Secured Notes**" means the following series of prepetition senior secured notes issued by Talen Energy Supply, which were guaranteed by the Prepetition Guarantors and secured by a first priority lien on and security interest in substantially all of the assets of Talen Energy Supply and the Prepetition Guarantors: (i) 7.25% Senior Secured Notes due 2027; (ii) 6.625% Senior Secured Notes due 2028; and (iii) 7.625% Senior Secured Notes due 2028.

"**Prepetition TLB**" means the Term Loan Credit Agreement, dated as of July 8, 2019, as subsequently amended, supplemented or otherwise modified, among Talen Energy Supply, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto, which established a senior secured term loan B facility. Obligations under the Prepetition TLB were guaranteed by the Prepetition Guarantors and secured by a first priority lien and security interest in substantially all of the assets of Talen Energy Supply and the Prepetition Guarantors.

"**Prepetition Unsecured Notes**" means the following series of prepetition senior unsecured notes issued by Talen Energy Supply, which were guaranteed by certain Prepetition Guarantors: (i) 4.6% Senior Notes due December 2021; (ii) 9.5% Senior Notes due July 2022; (iii) 6.5% Senior Notes due September 2024; (iv) 6.5% Senior Notes due June 2025; (v) 10.5% Senior Notes due January 2026; (vi) 7.0% Senior Notes due October 2027; and (vii) 6.0% Senior Notes due December 2036.

"**Price-Anderson Act**" means a federal law governing liability related issues and ensuring the availability of funds for public liability claims arising from an incident at any United States licensed nuclear facility.

"**PUCT**" means the Public Utility Commission of Texas, which regulates the Texas electric, telecommunication and water and sewer utilities, implements respective legislation and offers customer assistance in resolving consumer complaints.

"**PUCT PCM**" means the Performance Credit Mechanism, a market mechanism adopted by the PUCT in 2023.

"**Puget Sound**" means Puget Sound Energy Inc., an energy utility company based in the U.S. state of Washington that provides electrical power and natural gas to the Puget Sound region.

"**RACT**" means Reasonably Available Control Technology, a pollution control standard.

"**RCF**" means the senior secured revolving credit facility that provides aggregate revolving commitments of $700 million, including letter of credit commitments of $475 million, under the Credit Agreement. Obligations under the RCF are guaranteed by the Subsidiary Guarantors and secured by a first priority lien and security interest in substantially all of the assets of Talen Energy Supply and the Subsidiary Guarantors.

"**Reg Rights Holders**" means certain designated holders of TEC common stock and warrants to purchase TEC common stock that are party to the Registration Rights Agreement, and other holders of our common stock and warrants from time to time party thereto.

"**Registration Rights Agreement**" means the Registration Rights Agreement dated as of May 17, 2023 between TEC and the Reg Rights Holders that, among other things, granted customary registration rights to the Reg Rights Holders and certain of their permitted transferees, including customary shelf registration rights and piggyback rights.

"**Reliability Must Run**" refers to a generating unit that is slated to be retired by its owners but is needed to be available for reasons of reliability. It is typically requested to remain operational beyond its proposed retirement date until transmission upgrades are completed. These arrangements have been used to keep certain power plants operating past their planned retirement dates in order to prevent reliability problems.

"**Restructuring**" means the voluntary cases commenced by the Debtors under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court, together with the related financial restructuring of the Debtors' existing debt, existing equity interests and certain other obligations pursuant to the Plan of Reorganization.

"**Retail PPA Incentive Equity**" means the right of Riverstone, pursuant to the Plan of Reorganization and TEC Global Settlement, to receive additional TEC common stock at and after Emergence based on the prices to be paid by Cumulus Data to Talen Generation for electricity generated at Susquehanna under retail electricity supply agreements. At Emergence, TEC issued approximately 243,000 shares of TEC common stock to Riverstone in respect of the Retail PPA Incentive Equity. In addition, the Retail PPA Incentive Equity also included a right of Riverstone to receive additional TEC common stock (or, at TEC's option, a cash payment) in the event Cumulus Data exercised an additional option to purchase power from Talen Generation. In September 2023, Riverstone waived its right to these additional amounts in exchange for a cash payment. See Note 16 in Notes to the Annual Financial Statements for additional information.

"**RGGI**" means the Regional Greenhouse Gas Initiative, a mandatory market-based program among certain states, including Maryland, New Jersey and Massachusetts, to cap and reduce carbon dioxide emissions from the power sector. RGGI requires certain electric power generators to hold allowances equal to their carbon dioxide emissions over a three-year control period. RGGI allowances, as issued by each participating state, represent an

authorization for a power generation facility to emit one short ton of carbon dioxide. Allowances may be acquired by auction or through secondary markets. Pennsylvania has proposed joining this market-based program.

"**Rights Offering**" means the equity rights offering conducted in April and May 2023 in accordance with the RSA, resulting in subscriptions to purchase $1.4 billion of TEC common stock pursuant to the Plan of Reorganization.

"**Riverstone**" means Riverstone Holdings LLC and certain of its affiliates.

"**Rosebud Mine**" means a coal mine in Montana owned by Westmoreland Rosebud Mining, LLC that supplies coal to the Colstrip Units.

"**RSA**" means the Restructuring Support Agreement (and all exhibits and schedules thereto), dated as of May 9, 2022, by and between the Debtors, certain holders of claims under the Prepetition Unsecured Notes, Prepetition CAF, Prepetition TLB and Prepetition Secured Notes, Riverstone and TEC, as subsequently amended, supplemented or otherwise modified, and any exhibits or schedules thereto.

"**RTO**" means Regional Transmission Organization.

"**Secured ISDAs**" means certain bilateral secured ISDA and NAESB agreements of Talen Energy Marketing. Obligations under the Secured ISDAs are secured by a first priority lien and security interest in substantially all of the assets of Talen Energy Supply and the Subsidiary Guarantors.

"**Secured Notes**" means the 8.625% Senior Secured Notes due 2030 issued by Talen Energy Supply. Obligations under the Secured Notes are guaranteed by the Subsidiary Guarantors and secured by a first priority lien and security interest in substantially all of the assets of Talen Energy Supply and the Subsidiary Guarantors.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**SNF**" means spent nuclear fuel.

"**SOFR**" means Secured Overnight Financing Rate.

"**Spark Spread**" means the measure of margin representing the difference between power price received and the cost of natural gas to produce that power.

"**Stockholders Agreement**" means the Stockholders Agreement, dated as of May 17, 2023, between TEC and the holders of TEC common stock at Emergence.

"**Subsidiary Guarantors**" means the subsidiaries of TES that guarantee (i) the obligations of TES under the Credit Facilities and the Secured Notes and (ii) the obligations of Talen Energy Marketing under the Secured ISDAs.

"**Successor**" relates to the financial position or results of operations of Talen Energy Corporation for periods after Emergence, or May 18, 2023.

"**Susquehanna**" means a nuclear-powered generation facility located near Berwick, Pennsylvania.

"**Susquehanna Nuclear**" means Susquehanna Nuclear, LLC, a direct subsidiary of Talen Energy Supply. Susquehanna Nuclear operates and owns a 90% undivided interest in Susquehanna.

"**Talen**," the "**Company**," "**we**," "**us**," or "**our**" means (i) for periods after May 17, 2023, Talen Energy Corporation and its consolidated subsidiaries, unless the context clearly indicates otherwise and (ii) for periods on or before May 17, 2023, Talen Energy Supply and its consolidated subsidiaries, unless the context clearly indicates otherwise.

"**Talen Energy Corporation**" or "**TEC**" means Talen Energy Corporation, the parent company of Talen Energy Supply, and its consolidated subsidiaries.

"**Talen Energy Marketing**" means Talen Energy Marketing, LLC, a direct subsidiary of Talen Energy Supply that provides energy management services to Talen-owned and operated generation facilities and engages in wholesale commodity marketing activities.

"**Talen Energy Supply**" or "**TES**" means Talen Energy Supply, LLC, a direct subsidiary of Talen Energy Corporation that, thorough subsidiaries, indirectly holds all of Talen's assets and operations.

"**Talen Generation**" means Talen Generation, LLC, a direct subsidiary of Talen Energy Supply that, through its subsidiaries, owns and operates generation facilities, and holds interests in other jointly owned, third-party operated generation facilities, in Pennsylvania, New Jersey and Maryland.

"**Talen Montana**" means Talen Montana, LLC, a direct subsidiary of Talen Montana Holdings, LLC that operates the Colstrip Units and owns an undivided interest in Colstrip Unit 3 and is party to a contractual economic sharing agreement for Colstrip Units 3 and 4.

"**TEC Global Settlement**" means the settlement of all claims, interests and controversies among the Debtors, Riverstone, TEC and certain other creditors in the Restructuring, the terms of which are set out in the fifth amendment to the RSA and the attachments thereto.

"**TeraWulf**" means TeraWulf Inc. and its affiliates.

"**Term Loans**" means, collectively, the TLB and the TLC.

"**TERP**" means the Talen Energy Retirement Plan, which is Talen's principal defined-benefit pension plan.

"**TLB**" means the senior secured term loan B facility in an aggregate principal amount of $580 million (and subsequently increased to $870 million in August 2023) under the Credit Agreement. Obligations under the TLB are guaranteed by the Subsidiary Guarantors and secured by a first priority lien and security interest in substantially all of the assets of TES and the Subsidiary Guarantors.

"**TLC**" means the senior secured term loan C facility in an aggregate principal amount of $470 million under the Credit Agreement, the proceeds of which are available to support the issuance of standby and trade LCs under the TLC LCF via 100% cash collateralization. Obligations under the TLC are guaranteed by the Subsidiary Guarantors and secured by a first priority lien and security interest in substantially all of the assets of TES and the Subsidiary Guarantors.

"**TLC LCF**" means the $470 term letter of credit facility established under the Credit Agreement. The TLC LCF is cash collateralized with the proceeds of the TLC, and commitments thereunder are reduced to the extent that borrowings under the TLC are prepaid.

"**TRF**" means Talen Receivables Funding, LLC, a direct subsidiary of Talen Energy Marketing that, prior to the Restructuring, purchased certain receivables from Talen Energy Marketing and sold them to an unaffiliated financial institution. That agreement was terminated during the second quarter 2022 as a result of the Restructuring. In November 2023, TRF was merged with and into Talen Energy Marketing.

"**UMWA**" means United Mine Workers of America.

"**VEBA**" means Voluntary Employee Benefit Association, a trust vehicle holding assets dedicated to payment of benefits under designated health and welfare plans (or successor plans) for future benefit payments to employees, retirees or their beneficiaries.

"**VIE**" means variable interest entity.

"**WECC**" means the Western Electricity Coordinating Council, a not-for-profit entity that ensures the reliability of the electricity transmission network and energy market in all or parts of Arizona, California, Idaho, Montana, Nevada, New Mexico, Oregon, South Dakota, Texas, Utah, Washington, the Canadian provinces of Alberta and British Columbia and the northern portion of the Mexican state of Baja California.

"**Winter Storm Elliott**" means an extra-tropical cyclone that occurred in December 2022 that created a storm of snow, rain and wind across the country. The winter cyclone had widespread impacts across the United States and caused PJM to declare a Maximum Generation Emergency Action.

"**Winter Storm Uri**" means a major winter and ice storm that occurred in February 2021 that had widespread impacts across the United States, including systemic energy market disruptions and price volatility throughout ERCOT.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table indicates the expenses to be incurred in connection with this registration statement and the listing of our common stock, all of which will be paid by us. All amounts are estimated except the SEC registration fee.

		Amount
SEC registration fee	$	648,724.45
Printing fees and expenses	$	200,000.00
Legal fees and expenses	$	3,500,000.00
Accounting fees and expenses	$	750,000.00
Other advisors' fees	$	575,000.00
Total	$	5,673,724.45

Item 14. Indemnification of Directors and Officers.

Section 145 of the DGCL authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities, including reimbursement for expenses incurred, arising under the Securities Act. Our Charter permits indemnification of our directors and officers to the maximum extent permitted by the DGCL, and our Bylaws provide that we will indemnify our directors and officers and permit us to indemnify our employees and other agents, in each case to the maximum extent permitted by the DGCL.

We have entered into indemnification agreements with our directors and officers, whereby we have agreed to indemnify our directors and officers to the fullest extent permitted by law, including indemnification against expenses and liabilities incurred in legal proceedings to which the director or officer was, or is threatened to be made, a party by reason of the fact that such director or officer is or was a director or officer of ours, provided that such director or officer acted in good faith, in a manner that the director or officer reasonably believed to be in, or not opposed to, our best interest, and with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

The indemnification provisions in our Charter, Bylaws and the indemnification agreements that we have entered into, or will enter into, with our directors and executive officers may discourage stockholders from bringing a lawsuit against our directors and executive officers for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against our directors and executive officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and executive officers as required by these indemnification provisions. At present, there is no pending litigation or proceeding involving a director or officer of ours regarding which indemnification is sought, nor is the registrant aware of any threatened litigation that may result in claims for indemnification.

We maintain insurance policies that indemnify our directors and officers against various liabilities arising under the Securities Act and the Exchange Act that might be incurred by any director or officer in his or her capacity as such.

Certain of our non-employee directors may, through their relationships with their employers, be insured and/or indemnified against certain liabilities incurred in their capacity as members of our Board of Directors.

Item 15. Recent Sales of Unregistered Securities.

Common Stock

At Emergence, and in reliance on the exemption from registration provided in Section 1145 of the Bankruptcy Code, 4,757,642 shares of common stock were issued to the holders of claims under TES's Prepetition Unsecured Notes and PEDFA 2009A Bonds in satisfaction of such claims.

At Emergence, Riverstone and Talen MidCo LLC and certain of their respective designees received 833,701 shares of common stock issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act in connection with the settlement of certain claims.

Backstopped Equity Rights Offering

In connection with Emergence, in April 2023, the Company commenced the Rights Offering. Pursuant to the Rights Offering, TEC offered holders of claims under TES's Prepetition Unsecured Notes and PEDFA 2009A Bonds the right to purchase common stock of the reorganized, post-Emergence Company, for an aggregate purchase price of $1.4 billion. Such Rights Offering was backstopped by certain of the Consenting Noteholders that held claims under TES's Prepetition Unsecured Notes and PEDFA 2009A Bonds.

Pursuant to the Rights Offering, (i) the Company issued 43,750,000 shares of common stock at a purchase price of $32.00 per share to participating holders for an aggregate purchase price of approximately $1.4 billion, of which (a) 690,813 shares of common stock were issued in reliance on the exemption from registration provided in Section 1145 of the Bankruptcy Code and (b) 43,059,187 shares of common stock were issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and (ii) the Company issued 9,687,500 shares of common stock, comprising of shares issuable as part of the fee payable to the Backstop Parties, in reliance on the exemption from registration provided in Section 1145 of the Bankruptcy Code.

Warrants

At Emergence, certain affiliates of Riverstone received warrants to purchase up to 5.00%, or 3,106,781 shares, of common stock, with (i) a tenor of five years, (ii) a strike price of $52.92, subject to adjustment in certain circumstances, and (iii) Black-Scholes protection in the event of certain change of control transactions, the terms of which are set forth in the those certain Warrant Certificates No. 1-3, dated May 17, 2023, issued by TEC. The warrants were issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act in connection with the settlement of certain claims. In connection with the consummation of the Riverstone Buyout, such warrants were surrendered and cancelled in exchange for a $40 million cash payment by TES.

Pursuant to that certain Employment Agreement, dated December 12, 2022, by and between Talen Energy Supply, LLC and Leonard LoBiondo, at Emergence Mr. LoBiondo acquired warrants to purchase up to 457,142 shares common stock with a tenor of three years and a strike price of at a strike price of $43.75, subject to adjustment in certain circumstances, the terms of which are set forth in the that certain Warrant Certificate No. L-1, dated May 17, 2023, issued by TEC. Such warrants were issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

Senior Notes

On May 12, 2023, TES issued $1.2 billion aggregate principal amount of the Secured Notes in reliance on the exemptions from registration provided by Section 4(a)(2) of the Securities Act and resold pursuant to Rule 144A and Regulation S under the Securities Act. The offering of the Secured Notes was part of the series Exit Financings undertaken in connection with the Restructuring and was used to fund the distributions provided for under the Plan of Reorganization, including the repayment of claims under certain of the Debtors' pre-petition indebtedness, and to pay certain fees, commissions and expenses relating to the foregoing and Emergence and for general corporate purposes.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

Exhibit Number	Description of Exhibit
3.1	Third Amended and Restated Certificate of Incorporation of Talen Energy Corporation.
3.2	Second Amended and Restated Bylaws of Talen Energy Corporation.
4.1†	Registration Rights Agreement, dated as of May 17, 2023, by and among Talen Energy Corporation and the undersigned holders party thereto.
4.2†	Stockholders Agreement, dated as of May 17, 2023, by and among Talen Energy Corporation and the parties identified therein.
4.3	Warrant Certificate No. L-1, dated May 17, 2023, issued by Talen Energy Corporation to Leonard LoBiondo.
5.1	Opinion of Kirkland & Ellis LLP.
10.1†	Credit Agreement, dated May 17, 2023, by and among Talen Energy Supply, LLC, the lending institutions from time to time parties thereto, Citibank, N.A., as administrative agent and collateral agent, and Citibank, N.A., BMO Capital Markets Corp., Deutsche Bank Securities Inc., Goldman Sachs Bank USA, RBC Capital Markets, LLC, MUFG Bank, Ltd., Credit Suisse Loan Funding LLC and Morgan Stanley Senior Funding, Inc., as joint lead arrangers and joint bookrunners.
10.2	Amendment No. 1 to Credit Agreement, dated as of August 9, 2023, by and among Talen Energy Supply, LLC, as borrower, the subsidiary guarantors party thereto, the persons identified on the signature pages thereto as a 2023-1 Incremental Term B Lender and Citibank N.A., as administrative agent and as collateral agent.
10.3†	Amendment No. 2 and Waiver to Credit Agreement, dated as of May 8, 2024, by and among Talen Energy Supply, LLC, as borrower, the subsidiary guarantors party thereto, the lenders party thereto and Citibank N.A., as administrative agent, collateral agent and replacement lender.
10.4†	Letter of Credit Facility Agreement, dated May 17, 2023, by and among Talen Energy Supply, LLC, Barclays Bank PLC, as L/C Issuer and Citibank, N.A., as Collateral Agent.
10.5	Indenture, dated May 12, 2023, between Talen Energy Supply, LLC and Wilmington Savings Fund Society, FSB, as trustee.
10.6	First Supplemental Indenture, dated as of May 17, 2023, by and among the subsidiary guarantors listed therein, Talen Energy Supply, LLC, the other subsidiary guarantors and Wilmington Savings Fund Society, FSB, as trustee under the Indenture.
10.7	Second Supplemental Indenture, dated as of October 6, 2023, by and among the subsidiary guarantors listed therein, Talen Energy Supply, LLC and Wilmington Savings Fund Society, FSB, as trustee under the Indenture.
10.8	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.
10.9+	2023 Equity Incentive Plan of Talen Energy Corporation, effective as of May 17, 2023.
10.10+	Talen Energy Corporation Restricted Stock Unit Award Notice and Award Agreement, dated June 16, 2023, by and between Talen Energy Corporation and Mark A. McFarland.
10.11+	Talen Energy Corporation Performance-Based Restricted Stock Unit Award Notice and Award Agreement, dated June 16, 2023, by and between Talen Energy Corporation and Mark A. McFarland.
10.12+	Form of Talen Energy Corporation Restricted Stock Unit Award Notice and Award Agreement (Executive Form).
10.13+	Form of Talen Energy Corporation Performance-Based Restricted Stock Unit Award Notice and Award Agreement (Executive Form).
10.14+	Form of Talen Energy Corporation Performance-Based Restricted Stock Unit Award Notice and Award Agreement (Non-Executive Chair Form).
10.15+	Form of Talen Energy Corporation Restricted Stock Unit Award Notice and Award Agreement (Non-Employee Director Form).
10.16#+	Employment Agreement, dated May 17, 2023, by and between Talen Energy Corporation and Mark A. McFarland.

10.17#+	Employment Agreement, effective as of July 10, 2023, by and between Talen Energy Corporation and TerryL. Nutt.
10.18#+	Employment Agreement, dated June 19, 2023, by and between Talen Energy Corporation and John Wander.
10.19#+	Employment Agreement, dated June 19, 2023, by and between Talen Energy Corporation and Andrew Wright.
10.20#+	Employment Agreement, dated June 26, 2023, by and between Talen Energy Corporation and Brad Berryman.
10.21#+	Employment Agreement, dated June 26, 2023, by and between Talen Energy Corporation and Dale Lebsack.
10.22#+	Separation Agreement and General Release of Claims, effective as of May 17, 2023, by and between Talen Energy Corporation and Alejandro Hernandez.
10.23#+	Separation Agreement and General Release of Claims, effective as of July 7, 2023, by and between Talen Energy Corporation and John Chesser.
10.24†#	Purchase Agreement, dated March 1, 2024, by and between Cumulus Data LLC, Cumulus Real Estate Holdings LLC and Amazon Data Services, Inc.
21.1	List of subsidiaries of Talen Energy Corporation.
23.1	Consent of PricewaterhouseCoopers LLC, independent registered public accounting firm.
23.2	Consent of Kirkland & Ellis LLP (included in Exhibit 5.1).
24.1	Power of Attorney (included on signature page).
107	Filing Fee Table.

† Certain of the schedules and exhibits to the agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the SEC upon request.

+ Indicates management contract or compensatory plan.

Certain private and immaterial portions of the agreement have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. A copy of any redacted information will be furnished to the SEC upon request.

(b) Financial Statement Schedules.

All financial statement schedules are omitted because the information required to be set forth therein is not applicable or is shown in the consolidated financial statements or the notes thereto.

Item 17. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act.

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the registrant pursuant to provisions described in Item 14 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on June 20, 2024.

TALEN ENERGY CORPORATION

By: /s/ Mark A. McFarland
Mark A. McFarland
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Mark A. McFarland and Terry L. Nutt and each of them, as his or her true and lawful agents, proxies and attorneys-in-fact, with full power of substitution and re-substitution, for him or her and in his or her name, place and stead, in any and all capacities, to (i) act on, sign and file with the Securities and Exchange Commission any and all amendments (including post-effective amendments) to this registration statement together with all schedules and exhibits thereto and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, together with all schedules and exhibits thereto, (ii) act on, sign and file such certificates, instruments, agreements and other documents as may be necessary or appropriate in connection therewith, (iii) act on and file any supplement to any prospectus included in this registration statement or any such amendment or any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and (iv) take any and all actions which may be necessary or appropriate to be done, as fully for all intents and purposes as he might or could do in person, hereby approving, ratifying and confirming all that such agent, proxy and attorney-in-fact or any of his substitutes may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Mark A. McFarland Mark A. McFarland	Chief Executive Officer and Director (Principal Executive Officer)	June 20, 2024
/s/ Terry L. Nutt Terry L. Nutt	Chief Financial Officer (Principal Financial Officer)	June 20, 2024
/s/ Tony Plagens Tony Plagens	Chief Accounting Officer (Principal Accounting Officer)	June 20, 2024
/s/ Stephen Schaefer Stephen Schaefer	Chairman of the Board of Directors and Director	June 20, 2024
/s/ Gizman Abbas Gizman Abbas	Director	June 20, 2024
/s/ Anthony Horton Anthony Horton	Director	June 20, 2024
/s/ Karen Hyde Karen Hyde	Director	June 20, 2024
/s/ Joseph Nigro Joseph Nigro	Director	June 20, 2024
/s/ Christine Benson Schwartzstein Christine Benson Schwartzstein	Director	June 20, 2024

Exhibit 107

Calculation of Filing Fee Tables
Form S-1
(Form Type)
Talen Energy Corporation
(Exact Name of Registrant as Specified in its Charter)
Table 1: Newly Registered and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid In Connection with Unsold Securities to be Carried Forward
Newly Registered Securities												
Fees to Be Paid	Equity	Common Stock, $0.001 par value per share	Rule 457(c)	37,885,976 (1)	$ 116.01 (2)	$ 4,395,152,075.76 (2)	0.0001476	$ 648,724.45	N/A	N/A	N/A	N/A
Fees Previously Paid	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Carry Forward Securities												
Carry Forward Securities	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Total Offering Amounts					$ 4,395,152,075.76	0.0001476	$ 648,724.45				
	Total Fees Previously Paid											
	Total Fee Offsets											
	Net Fee Due							$ 648,724.45				

(1) Consists of a maximum of 37,885,976 shares of common stock, par value $0.001 per share, of Talen Energy Corporation (the "Registrant") to be sold by the selling stockholders. Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement shall also cover any additional shares of the Registrant's common stock that shall become issuable by reason of any stock dividend, stock split, recapitalization, or other similar transaction effected without the receipt of consideration that results in an increase in the number of the outstanding shares of the Registrant's common stock.

(2) Estimated solely for the purposes of computing the registration fee in accordance with Rule 457(c) under the Securities Act, based upon $116.01, the average of the high and low prices of the Registrant's common stock on the OTCQX U.S. Market on June 18, 2024 (a date within five business days prior to the filing of this Registration Statement).

THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF TALEN ENERGY CORPORATION

Talen Energy Corporation, a corporation organized and existing under the laws of the State of Delaware (the "*Corporation*"), hereby certifies as follows:

1. The undersigned is the duly elected and acting General Counsel and Corporate Secretary of the Corporation.

2. The Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware on June 6, 2014, and was amended and restated on each of June 1, 2015 and December 6, 2016, and further amended on February 28,2017 (as amended and restated, the "*Original Certificate of Incorporation*").

3. On May 9, 2022, Talen Energy Supply, LLC ("*TES*") and certain of its subsidiaries (collectively with TES, the *"Debtors")* filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*") with the United States Bankruptcy Court for the Southern District of Texas (the "*Bankruptcy Court*").

4. This Third Amended and Restated Certificate of Incorporation (this "*Certificate*") was duly adopted, pursuant to, and in accordance with, the Joint Chapter 11 Plan of Talen Energy Supply, LLC and Its Affiliated Debtors (the "*Plan of Reorganization*") confirmed by order, dated December 15, 2022, of the Bankruptcy Court, jointly administered under the caption "In re: TALEN ENERGY SUPPLY, LLC, et al., Debtors," Case No. 22-90054 (MI) in accordance with Sections 242, 245 and 303 of the Delaware General Corporation Law, as amended (the "*DGCL*").

5. This Certificate shall become effective when filed with the Secretary of State of the State of Delaware.

6. This Certificate amends and restates the Original Certificate of Incorporation of the Corporation to read in full as follows:

ARTICLE I
NAME

The name of the corporation is Talen Energy Corporation.

ARTICLE II
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE III
REGISTERED AGENT

The address of the registered office of the Corporation in the State of Delaware is Corporation Service Company at 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808 and the name of the Corporation's registered agent at such address is The Corporation Service Company.

ARTICLE IV
CAPITALIZATION

Section 4.1 **Authorized Capital Stock**. The total number of shares of capital stock that the Corporation is authorized to issue is four hundred million (400,000,000) shares, divided into two classes consisting of three hundred fifty million (350,000,000) shares of common stock, par value $0,001 per share ("*Common Stock*"), and fifty (50,000,000) million shares of preferred stock, par value $0.01 per share ("*Preferred Stock*").

Section 4.2 **Preferred Stock**.

(a) Shares of Preferred Stock may be issued in one or more series from time to time, with each such series to consist of such number of shares and to have such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, as shall be stated in the resolution or resolutions providing for the issuance of such series adopted by the board of directors of the Corporation (the "*Board*") and included in a certificate of designations (a "*Preferred Stock Designation*") filed pursuant to the DGCL, and the Board is hereby expressly vested with the authority, to the full extent now or hereafter provided by law, to adopt any such resolution or resolutions.

(b) Subject to the rights of the holders of any series of Preferred Stock pursuant to the terms of this Certificate (including any Preferred Stock Designation), the number of authorized shares of Common Stock and Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the outstanding shares of capital stock entitled to vote thereon,

without a separate vote of the holders of the Preferred Stock or the Common Stock voting as a separate class, irrespective of the provisions of Section 242(b)(2) of the DGCL.

Section 4.3 Common Stock.

(a) Each holder of shares of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. Except as otherwise required by law or this Certificate (including any Preferred Stock Designation), at any annual or special meeting of the stockholders the holders of Common Stock shall have the exclusive right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders. Notwithstanding the foregoing, except as otherwise required by law or this Certificate (including a Preferred Stock Designation), holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate (including any amendment to any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate (including any Preferred Stock Designation) or pursuant to the DGCL.

(b) Subject to the rights of the holders of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the Board from time to time out of any assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in such dividends and distributions.

(c) In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, and subject to the rights of the holders of Preferred Stock in respect thereof, the holders of shares of Common Stock shall be entitled to receive all the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them.

Section 4.4 Nonvoting Equity Securities. The Corporation shall not issue nonvoting equity securities; provided, however the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*"), (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of nonvoting equity securities is included in this Certificate in compliance with Section 1123(a)(6) of the Bankruptcy Code.

Section 4.5 Restrictions on Transfers.

(a) Restricted Transfers. Except through a Secondary Market Transaction, no person shall purchase or otherwise acquire, and no stockholder of the Corporation shall transfer to any person, shares of the Corporation such that, after giving effect to such purchase,

acquisition or other transfer (a "*Restricted Transfer*"), the holdings of the transferee, together with those of its FERC Affiliates, would equal or exceed the Utility Control Threshold, without the prior written consent of the Board.

(b) Purported Transfer in Violation of Restrictions. Unless the approval of the Board is obtained with respect to a Restricted Transfer, such purported Restricted Transfer shall not be effective to transfer record, beneficial, legal or any other ownership of such Common Stock, and the transferee shall not be entitled to any rights as a stockholder of the Corporation with respect to the Common Stock purported to be purchased, acquired or transferred in the Restricted Transfer (including, without limitation, the right to vote or to receive dividends with respect thereto).

(c) Certain Definitions. For purposes of this Section 4.5:

"*Talen Public Utility*" means any direct or indirect subsidiary of the Corporation that is a "public utility" (as that term is defined in the Federal Power Act).

"*FERC Affiliate*" means any person that is an "affiliate" (as such term is defined in 18 C.F.R. § 35.36(a)(9)) of another person prior to the effective date of the Restricted Transfer.

"*Secondary Market Transaction*" means a purchase or sale of the Common Stock by a third-party investor (i) occurring on the New York Stock Exchange or NASDAQ, (ii) to which neither the Corporation nor any of its subsidiaries is a party, (iii) over which neither the Corporation nor any of its subsidiaries has control, and (iv) of which neither the Corporation nor any of its subsidiaries would, in the ordinary course, have prior notice. A Secondary Market Transaction does not include, among other things, any reacquisition of Common Stock by the Corporation.

"*Utility Control Threshold*" means holdings such that: (i) a person, collectively with its FERC Affiliates, directly and/or indirectly owns, controls and/or holds with power to vote 10% of the Corporation's outstanding voting securities; or (ii) the sum of the following equals 10%: (A) the percentage of the Corporation's voting securities directly and/or indirectly owned, controlled or held with power to vote by such person, collectively with its FERC Affiliates, plus (B) the percentage of any Talen Public Utility's voting securities directly and/or indirectly owned, controlled or held with power to vote by such person, collectively with its FERC Affiliates, other than through the Corporation. The percentages of a given entity's voting securities to be determined for purposes of the preceding sentence shall be calculated based on the voting power of the relevant voting securities.

ARTICLE V
RELATED PARTY TRANSACTIONS AND CORPORATE OPPORTUNITIES

The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and the same are in furtherance of and not in limitation of the powers conferred by law:

Section 5.5 Corporate Opportunities.

(a) In recognition and anticipation that (i) certain directors, principals, officers and employees and/or other representatives of stockholders of the Corporation and their respective Affiliates (as defined below) may serve as directors or officers of the Corporation, (ii) stockholders of the Corporation and their respective Affiliates may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, and (iii) members of the Board who are not employees of the Corporation ("*Non-Employee Directors*"), including, for the avoidance of doubt, the Chair of the Board if he or she is not otherwise an employee, consultant or officer of the Corporation, and their respective Affiliates may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Section 5.1 are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve the Corporation's stockholders, the Non-Employee Directors or their respective Affiliates and the powers, rights, duties and liabilities of the Corporation and the Corporation's directors, officers and stockholders in connection therewith.

(b) The Corporation hereby renounces any interest or expectancy in, or in being offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for (i) the stockholders of the Corporation or any of their Affiliates or (ii) any Non-Employee Director or his or her Affiliates (the Persons (as defined below) identified in (i) and (ii) above being referred to, collectively, as "*Identified Persons*" and, individually, as an "*Identified Person*"), except as provided in paragraph (c) of this Section 5.1. Subject to Section 5.1(c). in the event that any Identified Person acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall have no duty to (i) communicate or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by the DGCL, (ii) refrain from engaging in such corporate opportunity, (iii) make or refrain from making investments in such corporate opportunity or (iv) otherwise refrain from competing with the Corporation or any of its Affiliates with respect to such corporate opportunity, and, to the fullest extent permitted by the DGCL shall not (I) be deemed to have acted in bad faith or in a manner inconsistent with the best interests of the Corporation or its stockholders or to have acted in a manner inconsistent with or opposed to any fiduciary duty to the Corporation or its stockholders or (II) be liable to the Corporation or its stockholders for breach of any fiduciary duty as a stockholder, director or officer of the Corporation, in each case, by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person.

(c) The Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director (including any Non-Employee Director who

serves as an officer of this Corporation) if such opportunity is offered to such person in his or her capacity as a director or officer of the Corporation and the provisions of Section 5.1(b) shall not apply to any such corporate opportunity.

(d) In addition to and notwithstanding the foregoing provisions of this Section 5.1, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that the Corporation is not legally permitted to undertake, or that is, from its nature, not in the line of the Corporation's business.

(e) For purposes of this Section 5.1, (i) "*Affiliate*" shall mean (x) in respect of stockholders of the Corporation, any Person that, directly or indirectly, is controlled by such stockholder, controls such stockholder or is under common control with such stockholder and shall include any principal, member, director, partner, shareholder, officer, employee or other representative of any of the foregoing (other than the Corporation and any entity that is controlled by the Corporation), (y) in respect of a Non-Employee Director, any Person that, directly or indirectly, is controlled by such Non-Employee Director (other than the Corporation and any entity that is controlled by the Corporation) and (z) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation; and (ii) "*Person*" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

(f) To the fullest extent permitted by law, any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Section 5.1.

ARTICLE VI

BOARD OF DIRECTORS

Section 6.5 Board Powers. The business and affairs of the Corporation shall be managed by, or under the direction of, the Board.

Section 6.2 Election and Term.

(a) Subject to Section 6.5, the number of directors constituting the Board shall be not fewer than three (3) nor more than fifteen (15). The directors shall be of a single class. Subject to the previous sentence, the precise number of directors of the Corporation shall be fixed from time to time exclusively pursuant to a resolution adopted by the Board. The size of the Board immediately following the Corporation's emergence from the bankruptcy proceeding administered under the caption "In re: TALEN ENERGY SUPPLY, LLC, et al., Debtors," Case No. 22-90054 (MI) shall be seven (7),

(b) Subject to Section 6.5, each director shall hold office until the next annual meeting of stockholders and until his or her successor has been elected and qualified, except as in the case of such director's earlier death, resignation, or removal.

(c) Unless and except to the extent that the Bylaws shall so require, the election of directors need not be by written ballot.

Section 6.3 **Newly Created Directorships and Vacancies**. Subject to Section 6.5, newly created directorships resulting from an increase in the number of directors and any vacancies on the Board resulting from death, resignation, removal or other cause may be filled solely by a majority vote of the directors then in office, even if less than a quorum, or by a sole remaining director (and not by stockholders), and any director so chosen shall hold office for the remainder of the full term and until his or her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, or removal.

Section 6.4 **Removal**. Subject to Section 6.5, any or all of the directors may be removed from office at any time, with or without cause, but only by the affirmative vote of holders of at least a majority of the outstanding shares of capital stock entitled to vote thereon, voting together as a single class.

Section 6.5 **Preferred Stock - Directors**. Notwithstanding any other provision of this Article VI, and except as otherwise required by law, whenever the holders of one or more series of Preferred Stock shall have the right, voting separately by class or series, to elect one or more directors, the term of office, the filling of vacancies, the removal from office and other features of such directorships shall be governed by the terms of such series of Preferred Stock as set forth in this Certificate (including any Preferred Stock Designation). Notwithstanding Section 6.2 hereof, the number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the number fixed pursuant to Section 6.2 hereof, and the total number of directors constituting the whole Board shall be automatically adjusted accordingly. Except as otherwise provided by the Board in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

ARTICLE VII
BYLAWS

In furtherance and not in limitation of the powers conferred upon it by law, the Board shall have the power to adopt, amend, alter or repeal the Bylaws. The Bylaws also may be adopted, amended, altered or repealed by the stockholders; *provided*, *however*, that in addition to any vote of the holders of any class or series of capital stock of the Corporation required by law or by this Certificate (including any Preferred Stock Designation), the affirmative vote of the holders of a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required for the stockholders to adopt, amend, alter or repeal the Bylaws.

ARTICLE VIII
MEETINGS OF STOCKHOLDERS

Section 8.1 **Action by Written Consent**. Any action required or permitted to be taken by stockholders of the Corporation at any meeting of stockholders may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by holders of outstanding stock having not less than the minimum voting power that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Section 8.2 **Special Meetings**. Except as otherwise required by applicable law or the terms of any one or more series of Preferred Stock, special meetings of stockholders, for any purpose or purposes, shall be called only by (i) the Chair of the Board, (ii) the Board pursuant to a resolution adopted by a majority of a quorum of the Board or (iii) the Board upon the delivery of a written request complying with the procedures outlined in the Bylaws to the Corporation by the holders of record of at least fifteen percent (15%) of the voting power of then outstanding shares of capital stock entitled to vote on the matters to be submitted to stockholders at such meeting.

Section 8.3 **Advance Notice**. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

ARTICLE IX
LIMITATION OF DIRECTOR AND OFFICER LIABILITY; INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 9.1 **Limitation of Director Liability**. To the fullest extent that the DGCL or any other law of the State of Delaware as the same exists or is hereafter amended permits the limitation or elimination of the liability of directors, no person who is or was a director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, as applicable; provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL or (d) for any transaction from which the director derived an improper personal benefit. Any repeal or amendment of this Section 9.1 or by changes in law, or the adoption of any other provision of this Certificate inconsistent with this Section 9.1 will, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to further limit or eliminate the liability of directors) and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or amendment or adoption of such inconsistent provision with respect to acts or omissions occurring prior to such repeal or amendment or adoption of such inconsistent provision.

Section 9.2 **Limitation of Officer Liability**. To the fullest extent that the DGCL or any other law of the State of Delaware as the same exists or is hereafter amended permits the

limitation or elimination of the liability of officers, no person who is or was an officer of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as an officer; provided that this provision shall not eliminate or limit the liability of an officer (a) for any breach of the officer's duty of loyalty to the Corporation or its stockholders, (b) for any act or omission not in good faith or which involved intentional misconduct or a knowing violation of law, (c) for any transaction from which the officer derived an improper personal benefit or (d) for any action by or in the right of the Corporation. Any repeal or amendment of this Section 9.12 by changes in law, or the adoption of any other provision of this Certificate inconsistent with this Section 9.12 will, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to further limit or eliminate the liability of officers) and shall not adversely affect any right or protection of an officer of the Corporation existing at the time of such repeal or amendment or adoption of such inconsistent provision with respect to acts or omissions occurring prior to such repeal or amendment or adoption of such inconsistent provision.

Section 9.3. The Corporation shall indemnify to the fullest extent permitted by the DGCL as it presently exists or may hereafter be amended, any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative, or investigative, by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as a director, officer, employee or agent at the request of the Corporation or any predecessor to the Corporation. The indemnification provided herein shall inure to the benefit of the heirs, executors and administrators of any person entitled to indemnification hereunder and shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise. Any amendment, repeal, or modification of this Section 9.3, shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE X
AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate (including any Preferred Stock Designation), in the manner now or hereafter prescribed by this Certificate and the DGCL; and, except as set forth in Article IX. all rights, preferences and privileges herein conferred upon stockholders, directors or any other persons by and pursuant to this Certificate in its present form or as hereafter amended are granted subject to the right reserved in this Article X.

ARTICLE XI
SECTION 203

The Corporation shall not be governed by the provisions of Section 203 of the DGCL.

ARTICLE XII
FORUM FOR ADJUDICATION OF DISPUTES

Section 12.1 **Exclusive Forum**. Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim arising pursuant to any provision of the DGCL or this Certificate or the Bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware or (d) any action asserting a claim governed by the internal affairs doctrine shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have, or declines to accept, jurisdiction, another state court or a federal court located within the State of Delaware that does have jurisdiction).

Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, against the Corporation or any director or officer of the Corporation, except to the extent the application of this subsection (b) would be contrary to law.

Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XII.

Section 12.2 **Stockholder Consent to Personal Jurisdiction**. If any action the subject matter of which is within the scope of the first paragraph of Section 12.1 above is filed in a court other than a court located within the State of Delaware without the approval of the Board (a "*Foreign Action*") in the name of any stockholder, such stockholder shall be deemed to have consented to (a) the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce Section 12.1 above (an "*FSC Enforcement Action*") and (b) having service of process made upon such stockholder in any such FSC Enforcement Action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XII.

IN WITNESS WHEREOF, the undersigned has executed this Third Amended and Restated Certificate of Incorporation as of this 17th day of May, 2023.

TALEN ENERGY CORPORATION
By: /s/ Andrew M. Wright
Name: Andrew M. Wright
Title: General Counsel and Corporate Secretary

(Signature Page to Certificate of Incorporation)

SECOND AMENDED AND RESTATED BYLAWS

OF

TALEN ENERGY CORPORATION

A DELAWARE CORPORATION

(THE "CORPORATION")

EFFECTIVE AS OF MAY 17, 2023

SECOND AMENDED AND RESTATED BYLAWS

OF

TALEN ENERGY CORPORATION

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office of the Corporation within the State of Delaware shall be located at the place set forth in the Corporation's Certificate of Incorporation, as the same may be amended or restated from time to time (the "***Certificate of Incorporation***").

Section 1.2 Additional Offices. The Corporation may, in addition to its registered office in the State of Delaware, have such other offices and places of business, both within and outside the State of Delaware, as the Board of Directors of the Corporation (the "***Board***") may from time to time determine or as the business and affairs of the Corporation may require.

ARTICLE II
STOCKHOLDERS MEETINGS

Section 2.1 Annual Meetings. The annual meeting of stockholders shall be held at such place and time and on such date as shall be determined by the Board and stated in the notice of the meeting, provided that the Board may in its sole discretion determine that the meeting shall, in addition to or instead of a physical location, be held by means of remote communication (including virtually) pursuant to Section 9.5(a). At each annual meeting, the stockholders shall elect directors of the Corporation and may transact any other business as may properly be brought before the meeting.

Section 2.2 Special Meetings.

(a) Except as otherwise required by applicable law or provided in the Certificate of Incorporation, special meetings of stockholders, for any purpose or purposes, shall be called only by (i) the Chair of the Board, (ii) the Board pursuant to a resolution adopted by a majority of a quorum of the Board or (iii) the Board pursuant to a resolution adopted by the Board or (iii) the Board upon receipt of a written request complying with Section 2.2(b) of these Bylaws to the Corporation by the holders of record of at least fifteen percent (15%) of the voting power of then outstanding shares of capital stock of the Corporation ("***Common Stock***") entitled to vote on the matters to be submitted to stockholders at such meeting, in the aggregate (a "***Stockholder-Requested Meeting***"). Special meetings of stockholders shall be held at such place and time and on such date as shall be determined by the Board and stated in the Corporation's notice of the meeting, provided that the Board may in its sole discretion determine that the meeting shall, in addition to or instead of a physical location, be held by means of remote communication pursuant to Section 9.5(a).

(b) To be valid, a written request for a Stockholder-Requested Meeting must (i) be in writing, signed and dated by one or more stockholder(s) of record, (ii) set forth a statement of the purpose or purposes of and the matters proposed to be acted on at the special meeting, (iii) include the information required by Section 2.7(a) or Section 3.2 of these Bylaws to be set forth in a stockholder's notice for the proposal of business or nominations, as applicable, and (iv) be delivered personally or sent by certified or registered mail, return receipt requested, to the Secretary at the principal executive offices of the Corporation and with an email copy to legalservices@talenenergy.com. If the Board determines that a stockholder request pursuant to Section 2.2(a)(iii) is valid, the Board will determine the time and place, if any, of a Stockholder-Requested Meeting, which time will be not less than thirty (30) days nor more than ninety (90) days after the receipt of such request, and will set a record date for the determination of stockholders entitled to vote at such meeting in the manner set forth in Section 9.2 hereof. Notwithstanding the foregoing, a Stockholder-Requested Meeting need not be held if (1) the special meeting request does not comply with this Section 2.2(b), (2) the special meeting request relates to an item of business that is not a proper subject for stockholder action under applicable law, (3) the special meeting request is received during the period commencing ninety (90) days prior to the first anniversary of the date of the notice of annual meeting for the immediately preceding annual meeting and ending on the earlier of (x) the date of the next annual meeting and (y) thirty (30) calendar days after the first anniversary of the date of the immediately preceding annual meeting, (4) an identical or substantially similar item (as determined in good faith by the Board, a "Similar Item"), other than the election of directors, was presented at a meeting of the stockholders held not more than twelve (12) months before the special meeting request is received, (5) a Similar Item was presented at a meeting of the stockholders held not more than ninety (90) days before the special meeting request is received (and, for purposes of this clause (5), the election of directors shall be deemed a "Similar Item" with respect to all items of business involving the election or removal of directors) or (6) a Similar Item is included in the Corporation's notice as an item of business to be brought before a stockholder meeting that has been called by the time the special meeting request is delivered but not yet held.

(c) Notwithstanding anything to the contrary herein, if the stockholder (or a qualified representative of the stockholder) initially requesting the Stockholder Requested Meeting on behalf of the stockholders represented in any such written request submitted pursuant to Section 2.2(b) does not appear at such Stockholder Requested Meeting to present the proposed business advanced by such stockholder, such proposed business shall not be transacted, notwithstanding that such proposal is set forth in the notice of meeting and notwithstanding that proxies in respect of such matter may have been received by the Corporation. For purposes of Section 2.2, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such

writing or Electronic Transmission, or a reliable reproduction of the writing or Electronic Transmission, at the meeting of stockholders.

Section 2.3 Notices. Notice of each stockholders meeting stating the place, if any, date, and time of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and the record date for determining the stockholders entitled to vote at the meeting if such date is different from the record date for determining stockholders entitled to notice of the meeting shall be given in the manner permitted by Section 9.3 to each stockholder entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting. Such notice shall be given by the Corporation not less than ten (10) nor more than sixty (60) days before the date of the meeting, unless otherwise required by law, the Certificate of Incorporation or these Bylaws. If said notice is for a stockholders meeting other than an annual meeting, it shall in addition state the purpose or purposes for which the meeting is called, and the business transacted at such meeting shall be limited to the matters so stated in the Corporation's notice of meeting (or any supplement thereto). Any meeting of stockholders called by the Chair of the Board or pursuant to a resolution adopted by the Board as to which notice has been given may be postponed, canceled or rescheduled and any special meeting of stockholders as to which notice has been given may be cancelled by the Board upon public announcement (as defined in Section 2.7(c)) given before the date previously scheduled for such meeting.

Section 2.4 Quorum. Except as otherwise provided by applicable law, the Certificate of Incorporation or these Bylaws, the presence, in person or by proxy, at a stockholders meeting of the holders of shares of outstanding capital stock of the Corporation representing a majority of the voting power of all outstanding shares of capital stock of the Corporation entitled to vote at such meeting shall constitute a quorum for the transaction of business at such meeting, except that when specified business is to be voted on by a class or series of stock voting as a class, the holders of shares representing a majority of the voting power of the outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business. If a quorum shall not be present or represented by proxy at any meeting of the stockholders, the Board, the Chair of the Board, the chair of the meeting or the holders of a majority in voting power of the capital stock present in person or by proxy, and entitled to vote thereon, may adjourn the meeting from time to time until a quorum shall attend. The stockholders present at a duly convened meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Shares of the Corporation's capital stock shall neither be entitled to vote nor counted for quorum purposes if such shares belong to (i) the Corporation, (ii) another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation or (iii) any other entity, if a majority of the voting power of such other entity is otherwise controlled, directly or indirectly, by the Corporation; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 2.5 Voting of Shares.

(a) Voting Lists. The Corporation shall prepare, no later than the tenth day before each meeting of stockholders, a complete list of the stockholders of record entitled to vote at the meeting (*provided*, *however*, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order for each class of stock and showing the address and the number of shares registered in the name of each stockholder. Nothing contained in this Section 2.5(a) shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days ending on the day before the meeting date: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. If the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list required by this Section 2.5(a) or to vote in person or by proxy at any meeting of stockholders.

(b) Manner of Voting. At any stockholders meeting, every stockholder entitled to vote may vote in person or by proxy. If authorized by the Board, the voting by stockholders or proxyholders at any meeting conducted by remote communication may be effected by a ballot submitted by Electronic Transmission (as defined in Section 9.3), provided that any such Electronic Transmission must either set forth or be submitted with information from which the Corporation can determine that the Electronic Transmission was authorized by the stockholder or proxyholder. The Board, in its discretion, or the chair of the meeting of stockholders, in such person's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(c) Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. Proxies need not be filed with the Secretary until the meeting is called to order, but shall be filed with the Secretary before being voted. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, either of the following shall constitute a valid means by which a stockholder may grant such authority:

(i) A stockholder may execute a writing authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished by the stockholder or such stockholder's authorized officer, director, employee or

agent signing such writing or causing such person's signature to be affixed to such writing by any reasonable means, including, but not limited to, by facsimile or other reproduction signature.

(ii) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of an Electronic Transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such Electronic Transmission must either set forth or be submitted with information from which it can be determined that the Electronic Transmission was authorized by the stockholder.

Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission authorizing another person or persons to act as proxy for a stockholder may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used; provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

(d) Required Vote. Subject to the rights of the holders of one or more series of preferred stock of the Corporation ("***Preferred Stock***"), voting separately by class or series, to elect directors pursuant to the terms of one or more series of Preferred Stock, the election of directors shall be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon. All other matters shall be determined by the vote of a majority of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon, unless the matter is one upon which, by applicable law, the Certificate of Incorporation, these Bylaws or applicable stock exchange rules, a different or minimum vote is required, in which case such different or minimum vote shall be the required vote for such matter.

(e) Inspectors of Election. The Board may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more persons as inspectors of election, who may be employees of the Corporation or otherwise serve the Corporation in other capacities, to act at such meeting of stockholders or any adjournment thereof and to make a written report thereof. The Board may appoint one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspectors of election or alternates are appointed by the Board, the chair of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall ascertain and report the number of outstanding shares and the voting power of each; determine the number of shares present in person or represented by proxy at the meeting and the validity of proxies and ballots; count all votes and ballots and report the results; determine and retain for a

reasonable period a record of the disposition of any challenges made to any determination by the inspectors; and certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. No person who is a candidate for an office at an election may serve as an inspector at such election. Each report of an inspector shall be in writing and signed by the inspector or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors.

Section 2.6 Adjournments. Any meeting of stockholders, annual or special, may be adjourned by the Board, the Chair of the Board or the chair of the meeting from time to time, whether or not there is a quorum, to reconvene at the same or some other place. Notice need not be given of any such adjourned meeting if the date, time and place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken or are provided in any other manner permitted by the Delaware General Corporation Law (the "***DGCL***"). At the adjourned meeting the stockholders, or the holders of any class or series of stock entitled to vote separately as a class, as the case may be, may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix a new record date for notice of such adjourned meeting in accordance with Section 2.3, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 2.7 Advance Notice for Business.

(a) Annual Meetings of Stockholders. No business may be transacted at an annual meeting of stockholders, other than business that is either (i) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the annual meeting by or at the direction of the Board or duly authorized committee thereof or (iii) otherwise properly brought before the annual meeting by any stockholder of the Corporation who (x) is a stockholder of record on (A) the date of the giving of the notice provided for in this Section 2.7(a), (B) on the record date for the determination of stockholders entitled to vote at the meeting, and (C) at the time of the meeting, (y) who is entitled to vote at such annual meeting and (z) complies with the notice procedures set forth in this Section 2.7(a). Except for proposals properly made in accordance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and included in the notice of meeting given by or at the direction of the Board, the foregoing clause (iii) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of stockholders. Stockholders seeking to nominate persons for election

to the Board must comply with Section 3.2 and this Section 2.7 shall not be applicable to nominations.

(i) In addition to any other applicable requirements, for business (other than nominations) to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary and such business must otherwise be a proper matter for stockholder action. Subject to Section Section 2.7(a)(iv), to be timely, a stockholder's notice to the Secretary with respect to such business must (x) comply with the provisions of this Section 2.7(a)(i), (y) be timely updated by the times and in the manner required by the provisions of Section 2.7(a)(iii) and (z) be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the opening of business on the 120th day before the anniversary date of the date on which the Corporation first mailed its proxy materials for the annual meeting of stockholders of the immediately preceding year; *provided*, *however*, that if the annual meeting is called for a date that is more than thirty (30) days earlier or more than sixty (60) days later than the anniversary date of the immediately preceding year's annual meeting, or if no annual meeting was held in the immediately preceding year, notice by the stockholder to be timely must be so received not earlier than the opening of business on the one hundred twentieth (120th) day before the meeting and not later than the later of (x) the close of business on the ninetieth (90th) day before the meeting or (y) the close of business on the tenth (10th) day following the day on which public announcement of the date of the annual meeting is first made by the Corporation; provided, further, that for the first annual meeting following the order, dated December 15, 2022, of the Bankruptcy Court, jointly administered under the caption "In re: TALEN ENERGY SUPPLY, LLC, et al., Debtors," Case No. 22-90054 (MI) approving these Bylaws, the anniversary date of the mailing of the proxy materials for the annual meeting of stockholders for the immediately preceding year shall be deemed to be April 30, 2023. The public announcement of an adjournment or postponement of an annual meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice as described in this Section 2.7(a).

(A) To be in proper written form, a stockholder's notice to the Secretary with respect to any business (other than nominations) must set forth (1) as to each such matter such stockholder proposes to bring before the annual meeting a. a brief description of the business desired to be brought before the annual meeting and any material interest in such business of such stockholder and any Stockholder Associated Person (as defined below), individually or in the aggregate, b. the text of the proposal or business (including the text of any resolutions proposed for consideration and if such business includes a proposal to amend these Bylaws, the text of the proposed amendment) and c. the reasons for

conducting such business at the annual meeting, (2) the name and address of the stockholder proposing such business, as they appear on the Corporation's books, and the name and address of any Stockholder Associated Person, (3) whether such stockholder is providing the notice at the request of a beneficial holder of any securities of the Corporation, (4) a. the class or series and number of shares of capital stock of the Corporation that are owned of record or are directly or indirectly owned beneficially by such stockholder and by any Stockholder Associated Person, b. the date(s) on which such shares were acquired, c. the investment intent of such acquisition and d. evidence of such beneficial or record ownership, the class or series and number of shares of capital stock of the Corporation that are owned of record or are directly or indirectly owned beneficially by such stockholder and by any Stockholder Associated Person, (5) any option, warrant, convertible security, stock appreciation right, swap or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right is subject to settlement in the underlying class or series of shares of the Corporation or otherwise (a "***Derivative Instrument***") directly or indirectly owned beneficially by such stockholder or by any Stockholder Associated Person and any other direct or indirect opportunity of such stockholder or any Stockholder Associated Person to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (6) any proxy (other than a revocable proxy or consent given in response to a solicitation made pursuant to Section 14(a) of the Exchange Act by way of a solicitation statement filed on Schedule 14A), contract, arrangement, understanding or relationship pursuant to which such stockholder or any Stockholder Associated Person has a right to vote any shares of the Corporation, (7) any short interest in any security of the Corporation held by such stockholder or any Stockholder Associated Person presently or within the last twelve (12) months (for purposes of this Section 2.7 a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (8) any direct or indirect legal, economic or financial interest (including short interest) of such stockholder or any Stockholder Associated Person in the outcome of any vote to be taken at a. any meeting of stockholders of the Corporation or b. any meeting of stockholders of any entity with respect to any matter that is related, directly or indirectly, to any nomination or other business proposal by any stockholder under these Bylaws, (9) any rights owned beneficially by such stockholder or Stockholder Associated Person to dividends on the shares

of the Corporation that are separated or separable from the underlying shares of the Corporation, (10) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder or any Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns any interest in a general partner or is the manager or managing member of, directly or indirectly, beneficially owns any interest in the manager or managing member of a limited liability company or similar entity, (11) any performance-related fees (other than an asset-based fee) that such stockholder or any Stockholder Associated Person is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, including without limitation any such interests held by members of such stockholder's or any Stockholder Associated Person's immediate family sharing the same household (the categories of ownership and/or interests referenced in clauses (4) through (11), the "***Ownership Information***"), (12) any material interest in such business of such stockholder and any Stockholder Associated Person, individually or in the aggregate, (13) a description of all agreements, arrangements or understandings (written or oral) between or among such stockholder, any Stockholder Associated Person, any nominee included in such notice, or any other person or persons (including their names) in connection with the proposal of such business by such stockholder, (14) any other information relating to such stockholder and any Stockholder Associated Person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitation of proxies for election of directors (even if an election contest is not involved), or would be otherwise required, in each case pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (15) a representation that such stockholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting, and (16) a statement of whether such stockholder or any Stockholder Associated Person intends, or is part of a group that intends, to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the business or otherwise to solicit proxies or votes from stockholders in support of such business (the information referenced in clauses (12) through (16), the "***Stockholder Information***").

(ii) A stockholder providing notice of business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.7(a) shall be true and correct as of the record date for determining the stockholders entitled to notice of the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or

postponement thereof, and such update and supplement must be received by, the Secretary at the principal executive offices of the Corporation (x) in the case of the update and supplement required to be made as of such record date, not later than five (5) business days after such record date and (y) in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof, as applicable, not later than eight (8) business days prior to the date for the meeting or any adjournment or postponement thereof, if practicable (or if not practicable, on the first practicable date prior to the date for the meeting or such adjournment or postponement thereof).

(iii) No business shall be conducted at the annual meeting of stockholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 2.7(a). If the Board or the chair of the annual meeting determines that any stockholder proposal was not made in accordance with the provisions of this Section 2.7(a) or that the information provided in a stockholder's notice does not satisfy the information requirements of this Section 2.7(a), such proposal shall not be presented for action at the annual meeting. Notwithstanding the foregoing provisions of this Section 2.7(a) if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the Corporation to present the proposed business advanced by such stockholder, such proposed business shall not be transacted, notwithstanding that such proposal is set forth in the notice of meeting and notwithstanding that proxies in respect of such matter may have been received by the Corporation. For purposes of this Section 2.7, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or Electronic Transmission, or a reliable reproduction of the writing or Electronic Transmission, at the meeting of stockholders.

(iv) In addition to the provisions of this Section 2.7(a), a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 2.7(a) shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(v) Delivery of any notice or materials by a stockholder to be received by the Secretary of the Corporation as required under this Section 2.7, Section 2.2 and Section 3.2 of the Bylaws shall be made by both (i) hand delivery, overnight courier service, or by certified or registered mail, return receipt requested, in each case, to the Secretary of the Corporation at the principal executive offices of the

Corporation and (ii) electronic mail to the Secretary of the Corporation at legalservices@talenenergy.com or such other email address for the Secretary of the Corporation as may be specified in the Corporation's proxy statement for the annual meeting of stockholders immediately preceding such delivery of notice or materials.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been stated in the notice of such special meeting. The proposal by stockholders of other business to be conducted at a special meeting of stockholders may be made only in accordance with Section 2.2(b).

Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting only pursuant to Section 3.2.

(c) Definitions. For purposes of these Bylaws, "***public announcement***" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press, Cision (f/k/a PR Newswire) or comparable national news wire service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act; "***Stockholder Associated Person***" shall mean for any stockholder (i) any person controlling, directly or indirectly, or who is a member of a "group" (as such term is used in Rule 13d-5 of the Exchange Act) with or otherwise acting in concert with, such stockholder (or any of their respective affiliates and associates or any member of immediate family of such stockholder or its affiliates or associates) or any beneficial owner described in the immediately following clause (ii), (ii) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder and on whose behalf the proposal or nomination, as the case may be, is being made, or (iii) any person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such person referred to in the preceding clauses (i) and (ii); "***close of business***" on a particular day shall mean 5:00 p.m. local time in Houston, Texas on such day, and if an applicable deadline falls on the close of business on a day that is not a business day, then the applicable deadline shall be deemed to be the close of business on the immediately preceding business day; "***opening of business***" on a particular day shall mean 9:00 a.m. local time in Houston, Texas on such day, and if an applicable deadline falls on a day that is not a business day, then the applicable deadline shall be deemed to be the opening of business on the immediately following business day; and "***business day***" shall mean each Monday, Tuesday, Wednesday, Thursday, and Friday that is not a day on which banking institutions in New York, New York are authorized or obligated by law or executive order to close.

Section 2.8 Conduct of Meetings. The chair of each annual and special meeting of stockholders shall be the Chair of the Board or, in the absence (or inability or refusal to act) of the Chair of the Board, the Chief Executive Officer or, in the absence (or inability or refusal to act) of the Chief Executive Officer, the President or, in the absence (or inability or refusal to act)

of the President or if the President is not a director, such other person as shall be appointed by the Board. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chair of the meeting. The Board may adopt such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with these Bylaws or such rules and regulations as adopted by the Board, the chair of any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chair, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chair of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chair of the meeting shall determine; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; (e) limitations on the time allotted to questions or comments by participants; (f) restrictions on the use of cell phones, audio or video recording devices and similar devices at the meeting and (g) the removal of any stockholder or any other individual who refuses to comply with the meeting rules, regulations or procedures as set forth by the Board or the chair. Unless and to the extent determined by the Board or the chair of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The secretary of each annual and special meeting of stockholders shall be the Secretary or, in the absence (or inability or refusal to act) of the Secretary, an Assistant Secretary so appointed to act by the chair of the meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chair of the meeting may appoint any person to act as secretary of the meeting.

Section 2.9 Consents in Lieu of Meeting.

(a) Any action required or permitted to be taken by stockholders of the Corporation at any meeting of stockholders may be taken without a meeting if a consent, setting forth the action so taken, is signed by holders of outstanding stock having not less than the minimum voting power that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. In order that the Corporation may determine the stockholders entitled to consent to corporate action without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. Any stockholder of record seeking to have the stockholders authorize or take corporate action by consent shall, by delivery of a written notice sent by certified or registered mail, return receipt requested, to the Secretary at the principal executive offices of the Corporation, request that the Board fix a record date, and such written notice shall include such information as would have been required to be provided under Section 2.2 if the stockholders had requested that a Stockholder-Requested Meeting be held to take such action. The Board shall

promptly, but in all events within ten (10) days after the date on which such written notice is received, adopt a resolution fixing the record date (unless a record date has previously been fixed by the Board pursuant to this Section 2.9(a)). If no record date has been fixed by the Board pursuant to this Section 2.9(a) or otherwise within ten (10) days after the date on which such written notice is received, the record date for determining stockholders entitled to consent to corporate action without a meeting, when no prior action by the Board is required by applicable law, shall be the first business day after the expiration of such ten (10) day time period on which a signed consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to the Secretary at the principal executive offices of the Corporation and by email to legalservices@talenenergy.com. If no record date has been fixed by the Board pursuant to this Section 2.9(a), the record date for determining stockholders entitled to consent to corporate action without a meeting if prior action by the Board is required by applicable law shall be at the close of business on the date on which the Board adopts the resolution taking such prior action.

(b) In the event of the delivery, in the manner provided by Section 2.9(a) and applicable law, to the Corporation of consent or consents to take corporate action and/or any related revocation or revocations, the Corporation shall engage independent inspectors of elections for the purpose of performing promptly a ministerial review of the validity of the consents and revocations. For the purpose of permitting the inspectors to perform such review, no action by consent without a meeting shall be effective until such inspectors have completed their review, determined that the requisite number of valid and unrevoked consents delivered to the Corporation in accordance with this Section 2.9 and applicable law have been obtained to authorize or take the action specified in the consents, and certified such determination for entry in the records of the Corporation kept for the purpose of recording the proceedings of meetings of stockholders. Nothing contained in this Section 2.9(b) shall in any way be construed to suggest or imply that the Board or any stockholder shall not be entitled to contest the validity of any consent or revocation thereof, whether before or after such certification by the independent inspectors, or to take any other action (including, without limitation, the commencement, prosecution or defense of any litigation with respect thereto, and the seeking of injunctive relief in such litigation).

ARTICLE III
DIRECTORS

Section 3.1 Powers; Term.

(a) The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws required to be exercised or done by the stockholders.

(b) Subject to the rights of the holders of any series of Preferred Stock, the number of directors constituting the Board shall be not fewer than three (3) nor more than

fifteen (15). Subject to the previous sentence and the Certificate of Incorporation, the precise number of directors of the Corporation shall be fixed from time to time exclusively pursuant to a resolution adopted by the Board.

(c) Directors need not be stockholders or residents of the State of Delaware. The term of office of each director will be from the time of his or her respective election until the next annual meeting of stockholders or until his or her respective successor is duly elected and qualified, except as in the case of such director's earlier death, resignation, or removal.

Section 3.2 Advance Notice for Nomination of Directors.

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors by the stockholders of the Corporation, except as may be otherwise provided by the terms of one or more series of Preferred Stock with respect to the rights of holders of one or more series of Preferred Stock to elect directors. Nominations of persons for election to the Board at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors as set forth in the Corporation's notice of such special meeting, may be made (i) by or at the direction of the Board or duly authorized committee thereof (or, in the case of a special meeting, by the stockholders pursuant to Section 2.2) or (ii) by any stockholder of the Corporation who (x) is a stockholder of record on (A) the date of the giving of the notice provided for in this Section 3.2, (B) on the record date for the determination of stockholders entitled to vote at the meeting, and (C) at the time of the meeting, (y) is entitled to vote in the election of directors at such meeting and (z) complies with the notice procedures set forth in this Section 3.2 provided, in the case of a special meeting, that the Board (or the stockholders pursuant to Section 2.2) has determined that directors shall be elected at such special meeting.

(b) In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary. To be timely, a stockholder's notice to the Secretary must (x) comply with the provisions of this Section 3.2(b), (y) be timely updated by the times and in the manner required by the provisions of Section 3.2(f) and (z) be received by the Secretary at the principal executive offices of the Corporation (i) in the case of an annual meeting, not later than the close of business on the ninetieth (90th) day nor earlier than the opening of business on the one hundred twentieth (120th) day before the anniversary date of the date on which the Corporation first mailed its proxy materials for the annual meeting of stockholders of the immediately preceding year; *provided*, *however*, that if the annual meeting is called for a date that is more than thirty (30) days earlier or more than sixty (60) days after the anniversary date of the immediately preceding year's annual meeting, or if no annual meeting was held in the immediately preceding year, notice by the stockholder to be timely must be so received not earlier than the opening of business on the one hundred twentieth (120th) day before the meeting and not later than the later of (A) the close of business on the ninetieth (90th) day before the meeting or (B) the close

of business on the tenth (10th) day following the day on which public announcement of the date of the annual meeting is first made by the Corporation; and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not earlier than the opening of business on the one hundred twentieth (120th) day before the meeting and not later than the later of (A) the close of business on the ninetieth (90th) day before the meeting or (B) the close of business on the tenth (10th) day following the day on which public announcement of the date of the special meeting is first made by the Corporation; and further provided that for the first annual meeting following the order, dated December 15, 2022, of the Bankruptcy Court, jointly administered under the caption "In re: TALEN ENERGY SUPPLY, LLC, et al., Debtors," Case No. 22-90054 (MI) approving these Bylaws, the anniversary date of the mailing of the proxy materials for the annual meeting of stockholders for the immediately preceding year shall be deemed to be April 30, 2023. The public announcement of an adjournment or postponement of an annual meeting or special meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice as described in this Section 3.2. For the avoidance of doubt, a stockholder shall not be entitled to make additional or substitute nominations following the expiration of the time periods set forth in these Bylaws.

(c) Notwithstanding anything in paragraph (b) to the contrary, if the number of directors to be elected to the Board at an annual meeting is greater than the number of directors whose terms expire on the date of the annual meeting and there is no public announcement by the Corporation naming all of the nominees for the additional directors to be elected or specifying the size of the increased Board before the close of business on the one hundredth (100th) day prior to the anniversary date of the date on which the Corporation first mailed its proxy materials for the immediately preceding annual meeting of stockholders, a stockholder's notice required by this Section 3.2 shall also be considered timely, but only with respect to nominees for the additional directorships created by such increase that are to be filled by election at such annual meeting, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the date on which such public announcement was first made by the Corporation.

(d) To be in proper written form, a stockholder's notice to the Secretary must set forth:

(i) as to each person whom the stockholder proposes to nominate for election as a director:

(A) the name, age, business address and residence address of the person,

(B) the principal occupation or employment of the person,

(C) the Ownership Information,

(D) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder,

(E) any other information that would be required to be disclosed hereunder as if such nominee was the nominating stockholder;

(F) a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request of any stockholder of record identified by name within five (5) business days of such written request), and

(G) a written representation and agreement (in the form provided by the Secretary upon written request of any stockholder of record identified by name within five (5) business days of such request) that such person:

(1) is not and will not become a party to (I) any agreement, arrangement or understanding (whether written or oral) with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "***Voting Commitment***") that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law,

(2) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation,

(3) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable state and federal law, rules of the exchanges upon which the securities of the Corporation are listed and all applicable publicly disclosed

corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation,

(4) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, intends to serve a full term if elected as a director of the Corporation, and

(5) will provide facts, statements and other information in all communications with the Corporation and its stockholders that are or will be true and correct in all material respects and that do not and will not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. and

(H) such person's a written consent to being named as a nominee in the applicable proxy statement and associated proxy card and to serve as a director for a full term if elected,

(the informed referred to in clauses (A)-(H), the "***Nominee Information***")

(ii) as to the stockholder giving the notice and any Stockholder Associated Person:

(A) the name and address of such stockholder as they appear on the Corporation's books, and the name and address of any Stockholder Associated Person,

(B) the Ownership Information,

(C) the Stockholder Information (except that all references to the "business" shall be deemed to refer to the nomination of such person named in the notice),

(D) a statement of whether such stockholder or any Stockholder Associated Person intends, or is part of a group that intends, to (x) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to elect the nominee, (y) otherwise to solicit proxies or votes from stockholders in support of nomination, and/or (z) to solicit proxies in support of any proposed nominee in accordance with Rule 14a-19 promulgated under the Exchange Act.

(iii) Such notice must be accompanied by (A) a certification that such stockholder, any Stockholder Associated Person and proposed nominee named in the notice has complied with all applicable federal, state and other legal

requirements in connection with its acquisition of shares or other securities of the Corporation and such person's acts or omissions as a stockholder of the Corporation, and (B) a representation as to the accuracy of the information set forth in the notice.

In addition, at the request of the Board, the nominating stockholder and any proposed nominee shall furnish to the Secretary of the Corporation within ten (10) days after receipt of such request such information as may reasonably be requested by the Corporation, in its sole discretion, including, without limitation, such other information as may reasonably be required by the Board, in its sole discretion, to determine (a) the eligibility of such nominee to serve as a director of the Corporation, (b) whether such nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly disclosed corporate governance guideline or committee charter of the Corporation, including those standards applicable to a director's service on the audit committee, compensation committee and any other committees of the Board, or (c) that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee, and if such information is not furnished within such time period, the notice of such director's nomination shall not be considered to have been timely given for purposes of this Section 3.2.

(e) A stockholder providing notice of a director nomination shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 3.2 shall be true and correct as of the record date for determining the stockholders entitled to notice of the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement must be received by the Secretary at the principal executive offices of the Corporation (x) in the case of the update and supplement required to be made as of such record date, not later than five (5) business days after such record date and (y) in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof, as applicable, not later than eight (8) business days prior to the date for the meeting or any adjournment or postponement thereof, if practicable (or if not practicable, on the first practicable date prior to the date for the meeting or such adjournment or postponement thereof).

(f) Except as otherwise provided by the terms of one or more series of Preferred Stock with respect to the rights of one or more series of Preferred Stock to nominate and elect directors, no person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 2.2. If the Board or the chair of the meeting of stockholders determines that any nomination was not made in accordance with the provisions of this Section 3.2, then such nomination shall not be considered at the meeting in question. Notwithstanding the foregoing provisions of this Section 3.2, if the stockholder (or a qualified representative

of the stockholder) does not appear at the meeting of stockholders of the Corporation to present the nomination advanced by such stockholder, such nomination shall be disregarded, notwithstanding that such nominate is set forth in the notice of meeting and notwithstanding that proxies in respect of such nomination may have been received by the Corporation. For purposes of this Section 3.2, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an Electronic Transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or Electronic Transmission, or a reliable reproduction of the writing or Electronic Transmission, at the meeting of stockholders.

(g) Notwithstanding anything to the contrary in these Bylaws, unless otherwise required by law, if any stockholder or Stockholder Associated Person (i) provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act with respect to any proposed nominee and (ii) subsequently fails to comply with the requirements of Rule 14a-19(a)(2) or Rule 14a-19(a)(3) promulgated under the Exchange Act (or fails to timely provide reasonable evidence sufficient to satisfy the Corporation that such stockholder has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act in accordance with the following sentence), then the nomination of each such proposed nominee shall be disregarded, notwithstanding that the nominee is included as a nominee in the Corporation's proxy statement, notice of meeting or other proxy materials for any annual meeting (or any supplement thereto) and that notwithstanding proxies or votes in respect of the election of such proposed nominees may have been received by the Corporation (which proxies and votes shall be disregarded). Upon request by the Corporation, if any stockholder or Stockholder Associated Person provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act, such stockholder shall deliver to the Corporation, no later than five (5) business days prior to the applicable meeting, reasonable evidence that it or such Stockholder Associated Person has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act.

(h) In addition to the provisions of this Section 3.2 a stockholder providing notice of a director nomination shall also comply with all of the applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein.

(i) Nothing in this Section 3.2 shall be deemed to affect any rights of the holders of Preferred Stock to nominate and elect directors pursuant to the Certificate of Incorporation or the right of the Board to fill newly created directorships and vacancies on the Board pursuant to the Certificate of Incorporation.

Section 3.3 Compensation. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board shall have the authority to fix the compensation of directors. The directors may be reimbursed their expenses, if any, for attendance at each meeting

of the Board and may be paid either a fixed sum for attendance at each meeting of the Board or other compensation as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of committees of the Board may be allowed like compensation and reimbursement of expenses for service on the committee.

Section 3.4 **Appointment of Directors; Vacancies**. Newly created directorships resulting from an increase in the number of directors and any vacancies on the Board resulting from death, resignation, removal or other cause may be filled solely by a majority vote of the directors then in office, even if less than a quorum, or by a sole remaining director (and not by stockholders), and any director so chosen shall hold office for the remainder of the full term and until his or her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, or removal.

Section 3.5 **Removal of Directors**. Subject to the rights, if any, of the holders of shares of any class or series of Preferred Stock then outstanding to remove directors, any director or the entire Board may be removed from office, with or without cause, upon the affirmative vote of the holders of at least a majority of the outstanding shares of capital stock entitled to vote thereon, voting together as a single class.

ARTICLE IV
BOARD MEETINGS

Section 4.1 **Annual Meetings**. The Board shall meet as soon as practicable after the adjournment of each annual stockholders meeting at the place of the annual stockholders meeting unless the Board shall fix another time and place and give notice thereof in the manner required herein for special meetings of the Board. No notice to the directors shall be necessary to legally convene this meeting, except as provided in this Section 4.1.

Section 4.2 **Regular Meetings**. Regularly scheduled, periodic meetings of the Board may be held without notice at such times, dates and places as shall from time to time be determined by the Board.

Section 4.3 **Special Meetings**. Special meetings of the Board (a) may be called by the Chair of the Board or Chief Executive Officer and (b) shall be called by the Chair of the Board, Chief Executive Officer or Secretary on the written request of at least a majority of directors then in office, or the sole director, as the case may be, and shall be held at such time, date and place as may be determined by the person calling the meeting or, if called upon the request of directors or the sole director, as specified in such written request. Notice of each special meeting of the Board shall be given, as provided in Section 9.3, to each director (i) at least twenty-four (24) hours before the meeting if such notice is oral notice given personally or by telephone or written notice given by hand delivery or by means of a form of Electronic Transmission and delivery; (ii) at least two (2) days before the meeting if such notice is sent by a nationally recognized overnight delivery service; and (iii) at least five (5) days before the meeting if such notice is sent through the United States mail. If the Secretary shall fail or refuse to give such notice, then the notice may be given by the officer who called the meeting or the directors who requested the

meeting. Any and all business that may be transacted at a regular meeting of the Board may be transacted at a special meeting so long as such business is specified in the notice of such meeting. A special meeting may be held at any time without notice if all the directors are present and no director objects, at the beginning of the meeting, to the transaction of business because the meeting was not duly called or if those not present waive notice of the meeting in accordance with Section 9.4.

Section 4.4 Quorum; Required Vote. A majority of the total number of directors shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, in each case except as may be otherwise specifically provided by applicable law, the Certificate of Incorporation or these Bylaws.

Section 4.5 Consent In Lieu of Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by Electronic Transmission. After the action is taken, the consent or consents shall be filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 4.6 Organization. The Board may elect a Chair of the Board from among the directors by resolution passed by the Board; *provided, however,* the Chair of the Board shall not contemporaneously serve as the Chief Executive Officer of the Corporation. The chair of each meeting of the Board shall be the Chair of the Board or, in the absence (or inability or refusal to act) of the Chair of the Board, the Chief Executive Officer or, in the absence (or inability or refusal to act) of the Chief Executive Officer, the President (if he or she shall be a director) or in the absence (or inability or refusal to act) of the President or if the President is not a director, a chair elected from the directors present. The Secretary shall act as secretary of all meetings of the Board. In the absence (or inability or refusal to act) of the Secretary, an Assistant Secretary shall perform the duties of the Secretary at such meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chair of the meeting may appoint any person to act as secretary of the meeting.

ARTICLE V
COMMITTEES OF DIRECTORS

Section 5.1 Establishment. The Board may by resolution passed by the Board designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board when required. The Board shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee.

Section 5.2 Available Powers. Any committee established pursuant to Section 5.1 hereof, to the extent permitted by applicable law and by resolution of the Board, shall have and

may exercise all of the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

Section 5.3 Alternate Members. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 5.4 Procedures. Unless the Board otherwise provides, the time, date, place, if any, and notice of meetings of a committee shall be determined by such committee. At meetings of a committee, a majority directors then serving on the committee (but not including any alternate member, unless such alternate member has replaced any absent or disqualified member at the time of, or in connection with, such meeting) shall constitute a quorum for the transaction of business. The act of a majority of the members present at any meeting at which a quorum is present shall be the act of the committee, except as otherwise specifically provided by applicable law, the Certificate of Incorporation, these Bylaws or the Board. Unless the Board otherwise provides and except as provided in these Bylaws, each committee designated by the Board may make, alter, amend and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board is authorized to conduct its business pursuant to Article III and Article IV of these Bylaws.

ARTICLE VI
OFFICERS

Section 6.1 Officers. The officers of the Corporation elected by the Board may include a Chief Executive Officer, a President, a Chief Financial Officer, a Treasurer, a Controller, a Secretary and such other officers (including without limitation Vice Presidents, Assistant Secretaries and Assistant Treasurers) as the Board from time to time may determine. Officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article VI. Such officers shall also have such powers and duties as from time to time may be conferred by the Board. The Chief Executive Officer or the President may also appoint such other officers (including without limitation one or more Vice Presidents and Controllers) as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers shall have such powers and duties and shall hold their offices for such terms as may be provided in these Bylaws or as may be prescribed by the Board or, if such officer has been appointed by the Chief Executive Officer or the President, as may be prescribed by the appointing officer.

(a) Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation, shall have general supervision of the affairs of the Corporation and general control of all of its business subject to the ultimate authority of the Board, and shall be responsible for the execution of the policies of the Board. In the

absence (or inability or refusal to act) of the Chair of the Board, the Chief Executive Officer shall preside when present at all meetings of the stockholders and of the Board.

(b) Chief Financial Officer. The Chief Financial Officer shall be the principal financial officer of the Corporation, and shall have such powers and duties as the Board or the Chief Executive Officer may assign to the Chief Financial Officer.

(c) President. The President, if any, shall be subject to the direction and control of the Chief Executive Officer and the Board and shall have such powers and duties as the Board or the Chief Executive Officer may assign to the President. If the absence (or inability or refusal to act) of the Chief Executive Officer, the President shall preside when present at all meetings of the stockholders and (if he or she shall be a director) of the Board.

(d) Controller. The Controller shall be the chief accounting officer of the Corporation. The Controller shall report to the Chief Financial Officer and, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as such officer may agree with the Chief Executive Officer or the Chief Financial Officer or as the Board may from time to time determine.

(e) Vice Presidents. In the absence (or inability or refusal to act) of the President, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board) shall perform the duties and have the powers of the President. Any one or more of the Vice Presidents may be given an additional designation of rank or function. Specifically, Vice Presidents may include Executive Vice Presidents and Senior Vice Presidents.

(f) Secretary.

(i) The Secretary shall attend all meetings of the stockholders, the Board and (as required) committees of the Board and shall record the proceedings of such meetings in books to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board and shall perform such other duties as may be prescribed by the Board, the Chief Executive Officer or the President. The Secretary shall have custody of the corporate seal of the Corporation and the Secretary, or any Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his or her signature.

(ii) The Secretary shall keep, or cause to be kept, at the principal executive office of the Corporation or at the office of the Corporation's transfer agent or registrar, if one has been appointed, a stock ledger, or duplicate stock ledger, showing the names of the stockholders and their addresses, the number

and classes of shares held by each and, with respect to certificated shares, the number and date of certificates issued for the same and the number and date of certificates cancelled.

(iii) The Secretary may designate one (1) or more Assistant Secretaries who shall have such of the authority and perform such of the duties of the Secretary as may be assigned to them by the Board, the Chief Executive Officer, the President or the Secretary.

(g) Assistant Secretaries. The Assistant Secretary or, if there be more than one, the Assistant Secretaries in the order determined by the Board, the President or the Secretary shall, in the absence (or inability or refusal to act) of the Secretary, perform the duties and have the powers of the Secretary.

(h) Treasurer. The Treasurer shall perform all duties commonly incident to that office (including, without limitation, the care and custody of the funds and securities of the Corporation which from time to time may come into the Treasurer's hands and the deposit of the funds of the Corporation in such banks or trust companies as the Board, the Chief Executive Officer or the President may authorize). The Treasurer may designate one (1) or more Assistant Treasurers who shall have such of the authority and perform such of the duties of the Treasurer as may be assigned to them by the Board, the President or the Treasurer.

(i) Assistant Treasurers. The Assistant Treasurer or, if there shall be more than one, the Assistant Treasurers in the order determined by the Board, the President or the Treasurer shall, in the absence (or inability or refusal to act) of the Treasurer, perform the duties and exercise the powers of the Treasurer.

Section 6.2 Term of Office; Removal; Vacancies. The elected officers of the Corporation shall be elected by the Board and shall hold office until their successors are duly elected and qualified or until their earlier death, resignation, retirement, disqualification, or removal from office. Any officer may be removed, with or without cause, at any time by the Board. Any officer appointed by the Chief Executive Officer or the President may also be removed, with or without cause, by the Chief Executive Officer or the President, as the case may be, unless the Board otherwise provides. Any vacancy occurring in any elected office of the Corporation may be filled by the Board. Any vacancy occurring in any office appointed by the Chief Executive Officer or the President may be filled by the Chief Executive Officer or the President, as the case may be, unless the Board then determines that such office shall thereupon be elected by the Board, in which case the Board shall elect such officer.

Section 6.3 Other Officers. The Board may delegate the power to appoint such other officers and agents, and may also remove such officers and agents or delegate the power to remove same, as it shall from time to time deem necessary or desirable.

Section 6.4 Multiple Officeholders; Stockholder and Director Officers. Any number of offices may be held by the same person, unless the Certificate of Incorporation or

these Bylaws otherwise provide. Officers need not be stockholders or residents of the State of Delaware.

ARTICLE VII
SHARES

Section 7.1 Certificated and Uncertificated Shares. The shares of the Corporation shall be represented by certificates, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. In lieu of issuing certificates for shares, the Board may either issue receipts therefor or may keep accounts upon the books of the Corporation for the record holders of such shares, who shall in either case be deemed, for all purposes hereunder, to be the holders of certificates for such shares as if they had accepted such certificates and shall be held to have expressly assented and agreed to the terms hereof. The Corporation shall not have power to issue a certificate representing shares in bearer form.

Section 7.2 Multiple Classes of Stock. The Corporation shall (a) cause the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights to be set forth in full or summarized on the face or back of any certificate that the Corporation issues to represent shares of such class or series of stock or (b) in the case of uncertificated shares, within a reasonable time after the issuance or transfer of such shares, send to the registered owner thereof a written notice containing the information required to be set forth on certificates as specified in clause (a) above; *provided*, *however*, that, except as otherwise provided by applicable law, in lieu of the foregoing requirements, there may be set forth on the face or back of such certificate or, in the case of uncertificated shares, on such written notice a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences or rights.

Section 7.3 Signatures. Each certificate (if any) representing capital stock of the Corporation shall be signed by or in the name of the Corporation by any two (2) authorized officers of the Corporation which authorized officers shall include, without limitation, the Chief Executive Officer, the President, any Vice President, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary of the Corporation. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar on the date of issue.

Section 7.4 Lost, Destroyed or Wrongfully Taken Certificates.

(a) If an owner of a certificate representing shares claims that such certificate has been lost, destroyed or wrongfully taken, the Corporation shall issue a new certificate

representing such shares or shall issue such shares in uncertificated form if the owner: (i) requests such a new certificate or the issuance of uncertificated shares before the Corporation has notice that the certificate representing such shares has been acquired by a protected purchaser (as such term is defined in Section 8-303 of the Uniform Commercial Code as adopted by the State of Delaware); (ii) if requested by the Corporation, delivers to the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, wrongful taking or destruction of such certificate or the issuance of such new certificate or uncertificated shares; and (iii) satisfies other reasonable requirements imposed by the Corporation.

(b) If a certificate representing shares has been lost, apparently destroyed or wrongfully taken, and the owner fails to notify the Corporation of that fact within a reasonable time after the owner has notice of such loss, apparent destruction or wrongful taking and the Corporation registers a transfer of such shares before receiving notification, the owner shall be precluded from asserting against the Corporation any claim for registering such transfer or a claim to a new certificate representing such shares or such shares in uncertificated form to the fullest extent permitted by law.

Section 7.5 Transfer of Stock.

(a) If a certificate representing shares of the Corporation is presented to the Corporation with a stock power or other endorsement requesting the registration of transfer of such shares or an instruction is presented to the Corporation requesting the registration of transfer of uncertificated shares, the Corporation shall register the transfer as requested if:

(i) in the case of certificated shares, the certificate representing such shares has been surrendered;

(ii) (A) with respect to certificated shares, the indorsement is made by the person specified by the certificate as entitled to such shares; (B) with respect to uncertificated shares, an instruction is made by the registered owner of such uncertificated shares; or (C) with respect to certificated shares or uncertificated shares, the indorsement or instruction is made by any other appropriate person or by an agent who has actual authority to act on behalf of the appropriate person;

(iii) the Corporation has received a guarantee of signature of the person signing such indorsement or instruction or such other reasonable assurance that the indorsement or instruction is genuine and authorized as the Corporation may request;

(iv) the transfer does not violate any restriction on transfer imposed by the Corporation that is enforceable in accordance with Section 7.7(a); and

(v) such other conditions for such transfer as shall be provided for under applicable law have been satisfied.

(b) Whenever any transfer of shares shall be made for collateral security and not absolutely, the Corporation shall so record such fact in the entry of transfer if, when the certificate for such shares is presented to the Corporation for transfer or, if such shares are uncertificated, when the instruction for registration of transfer thereof is presented to the Corporation, both the transferor and transferee request the Corporation to do so.

Section 7.6 Registered Stockholders. Before due presentment for registration of transfer of a certificate representing shares of the Corporation or of an instruction requesting registration of transfer of uncertificated shares, the Corporation may treat the registered owner as the person exclusively entitled to inspect for any proper purpose the stock ledger and the other books and records of the Corporation, vote such shares, receive dividends or notifications with respect to such shares and otherwise exercise all the rights and powers of the owner of such shares, except that a person who is the beneficial owner of such shares (if held in a voting trust or by a nominee on behalf of such person) may, upon providing documentary evidence of beneficial ownership of such shares and satisfying such other conditions as are provided under applicable law, may also so inspect the books and records of the Corporation.

Section 7.7 Effect of the Corporation's Restriction on Transfer. A written restriction on the transfer or registration of transfer of shares of the Corporation or on the amount of shares of the Corporation that may be owned by any person or group of persons, if permitted by the DGCL, may be enforced against the holder of such shares or any successor or transferee of the holder including an executor, administrator, trustee, guardian or other fiduciary entrusted with like responsibility for the person or estate of the holder.

Section 7.8 Regulations. The Board shall have power and authority to make such additional rules and regulations, subject to any applicable requirement of law, as the Board may deem necessary and appropriate with respect to the issue, transfer or registration of transfer of shares of stock or certificates representing shares. The Board may appoint one or more transfer agents or registrars and may require for the validity thereof that certificates representing shares bear the signature of any transfer agent or registrar so appointed.

ARTICLE VIII
INDEMNIFICATION

Section 8.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "***proceeding***"), by reason of the fact that he or she is or was a director, officer , employee or agent of the Corporation or, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, employee benefit plan, other enterprise or nonprofit entity (hereinafter a "***Covered Person***"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the DGCL or other

applicable statutes of the State of Delaware, as amended from time to time, as the same exists or may hereafter be amended, against all expenses, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes pursuant to the Employee Retirement Income Security Act of 1974, as amended, and penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection with such proceeding; *provided*, *however*, that, except as provided in Section 8.3 with respect to proceedings to enforce rights to indemnification and advancement of expenses, the Corporation shall indemnify a Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board.

Section 8.2 Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 8.1, a Covered Person shall also have the right to be paid by the Corporation the expenses (including, without limitation, attorneys' fees) incurred in defending, testifying, or otherwise participating in any such proceeding in advance of its final disposition (hereinafter an "***advancement of expenses***"); *provided, however,* that, if the DGCL requires, an advancement of expenses incurred by a Covered Person in his or her capacity as a director, officer, employee or agent of the Corporation (and not in any other capacity in which service was or is rendered by such Covered Person, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "***undertaking***"), by or on behalf of such Covered Person, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "***final adjudication***") that such Covered Person is not entitled to be indemnified for such expenses under this Article VIII or otherwise. If a claim for indemnification under this Article VIII (following the final disposition of such proceeding) is not paid in full within sixty (60) days after the Corporation has received a claim therefor by the indemnitee, or if a claim for any advancement of expenses under this Article VIII is not paid in full within thirty (30) days after the Corporation has received a statement or statements requesting such amounts to be advanced, the indemnitee shall thereupon (but not before) be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the indemnitee shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action, the Corporation shall have the burden of proving that the indemnitee is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 8.3 Right of Indemnitee to Bring Suit. If a claim under Section 8.1 or Section 8.2 is not paid in full by the Corporation within sixty (60) days after a written claim therefor has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Covered Person may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim to the fullest extent permitted by law. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Covered Person shall also be entitled to be paid the expense of prosecuting or defending such suit to the fullest extent permitted by law. In any suit brought by (a) the Covered Person to enforce a right to indemnification hereunder (but not in a suit brought by a Covered Person to enforce a right to an advancement of expenses) it shall be a defense that the

Covered Person has not met any applicable standard for indemnification set forth in the DGCL, and (b) the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the Covered Person has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Covered Person is proper in the circumstances because the Covered Person has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including a determination by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the Covered Person has not met such applicable standard of conduct, shall create a presumption that the Covered Person has not met the applicable standard of conduct or, in the case of such a suit brought by the Covered Person, shall be a defense to such suit. In any suit brought by the Covered Person to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Covered Person is not entitled to be indemnified, or to such advancement of expenses, under this Article VIII or otherwise shall be on the Corporation.

Section 8.4 Non-Exclusivity of Rights. The rights provided to Covered Persons pursuant to this Article VIII shall not be exclusive of any other right that any Covered Person may have or hereafter acquire under applicable law, the Certificate of Incorporation, these Bylaws, an agreement, a vote of stockholders or disinterested directors, or otherwise.

Section 8.5 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and/or any director, officer, employee or agent of the Corporation or another entity, trust or other enterprise who is or was serving at the request of the Corporation as an officer, director, employee or other agent of another enterprise, in each case, against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 8.6 Indemnification of Other Persons. This Article VIII shall not limit the right of the Corporation to the extent and in the manner permitted by law to indemnify and to advance expenses to persons other than Covered Persons. Without limiting the foregoing, the Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation and to any other person who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan, to the fullest extent of the provisions of this Article VIII with respect to the indemnification and advancement of expenses of Covered Persons under this Article VIII.

Section 8.7 Amendments. Any repeal or amendment of this Article VIII by the Board or the stockholders of the Corporation or by changes in applicable law, or the adoption of any

other provision of these Bylaws inconsistent with this Article VIII, shall, to the extent permitted by applicable law, be prospective only (except to the extent such amendment or change in applicable law permits the Corporation to provide broader indemnification rights to Covered Persons on a retroactive basis than permitted prior thereto), and will not in any way diminish or adversely affect any right or protection existing hereunder in respect of any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

Section 8.8 Certain Definitions. For purposes of this Article VIII, (a) references to "other enterprise" shall include any employee benefit plan; (b) references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; (c) references to "serving at the request of the Corporation" shall include any service that imposes duties on, or involves services by, a person with respect to any employee benefit plan, its participants, or beneficiaries; and (d) a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Corporation" for purposes of Section 145 of the DGCL.

Section 8.9 Contract Rights. The rights provided to Covered Persons pursuant to this Article VIII (a) shall be contract rights based upon good and valuable consideration, pursuant to which a Covered Person may bring suit as if the provisions of this Article VIII were set forth in a separate written contract between the Covered Person and the Corporation, (b) shall fully vest at the time the Covered Person first assumes his or her position as a director or officer of the Corporation, (c) are intended to be retroactive and shall be available with respect to any act or omission occurring prior to the adoption of this Article VIII, (d) shall continue as to a Covered Person who has ceased to be a director, officer, employee or agent of the Corporation and (e) shall inure to the benefit of the Covered Person's heirs, executors and administrators.

Section 8.10 Severability. If any provision or provisions of this Article VIII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article VIII shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article VIII (including, without limitation, each such portion of this Article VIII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Place of Meetings. If the place of any meeting of stockholders, the Board or committee of the Board for which notice is required under these Bylaws is not designated in the notice of such meeting, such meeting shall be held at the principal business office of the Corporation; *provided, however,* if the Board, in its sole discretion, has determined that a meeting shall, in addition to or instead of a physical location, be held by means of remote communication pursuant to Section 9.5 hereof, then such meeting shall not be held at any place.

Section 9.2 Fixing Record Dates.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a record date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, *that* the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 9.2(a) at the adjourned meeting.

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

Section 9.3 Means of Giving Notice.

(a) Notice to Directors. Whenever under applicable law, the Certificate of Incorporation or these Bylaws notice is required to be given to any director, such notice shall be given either (i) in writing and sent by hand delivery, through the United States mail, or by a nationally recognized overnight delivery service for next day delivery, (ii) by means of facsimile telecommunication or other form of Electronic Transmission, or (iii) by oral notice given personally or by telephone. A notice to a director will be deemed given as follows: (A) if given by hand delivery, orally, or by telephone, when actually received by the director, (B) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation, (C) if sent for next day delivery by a nationally recognized overnight delivery service, the earlier of when notice

is received or left at such director's address, (D) if sent by facsimile telecommunication, when directed to the facsimile transmission number for such director appearing on the records of the Corporation, (E) if sent by electronic mail, when directed to the electronic mail address for such director appearing on the records of the Corporation, or (F) if sent by any other form of Electronic Transmission, when directed to the address, location or number (as applicable) for such director appearing on the records of the Corporation.

(b) Notice to Stockholders. Whenever under applicable law, the Certificate of Incorporation or these Bylaws notice is required to be given to any stockholder, such notice may be given (i) in writing and sent either by hand delivery, through the United States mail, or by a nationally recognized overnight delivery service for next day delivery, (ii) by email unless the stockholder has notified the Corporation in writing or by Electronic Transmission of an objection to receiving notice by email, or (iii) by means of a form of Electronic Transmission (other than email) consented to by the stockholder, to the extent permitted by, and subject to the conditions set forth in Section 232 of the DGCL. A notice to a stockholder shall be deemed given as follows: (A) if given by hand delivery, when actually received by the stockholder, (B) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the stockholder at the stockholder's address appearing on the stock ledger of the Corporation, (C) if sent for next day delivery by a nationally recognized overnight delivery service, the earlier of when notice is received or left at such stockholder's address appearing on the stock ledger of the Corporation, or (D) if given by a form of Electronic Transmission (i) if by facsimile transmission, when directed to a number at which the stockholder has consented to receive notice, (ii) if by electronic mail, when directed to such stockholder's electronic mail address, (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specified posting, upon the later of (1) such posting and (2) the giving of such separate notice, and (iv) if by any other form of Electronic Transmission, when directed to the stockholder. A stockholder may revoke such stockholder's consent to receiving notice by means of electronic communication by giving written notice of such revocation to the Corporation. Any such consent shall be deemed revoked and notice by email shall not be permitted if (x) the Corporation is unable to deliver by Electronic Transmission two (2) consecutive notices given by the Corporation in accordance with such consent and (y) such inability becomes known to the Secretary or an Assistant Secretary or to the Corporation's transfer agent, or other person responsible for the giving of notice; *provided*, *however*, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(c) Electronic Transmission. "***Electronic Transmission***" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, including but not limited to transmission by facsimile telecommunication or electronic mail.

(d) Notice to Stockholders Sharing Same Address. Without limiting the manner by which notice otherwise may be given effectively by the Corporation to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Bylaws shall be effective if given by a single written notice or a single Electronic Transmission to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. A stockholder may revoke such stockholder's consent by delivering written notice of such revocation to the Corporation. Any stockholder who fails to object in writing to the Corporation within sixty (60) days of having been given written notice by the Corporation of its intention to send such a single written notice shall be deemed to have consented to receiving such single written notice.

(e) Exceptions to Notice Requirements. Whenever notice is required to be given, under the DGCL, the Certificate of Incorporation or these Bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting that shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. If the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

Whenever notice is required to be given by the Corporation, under any provision of the DGCL, the Certificate of Incorporation or these Bylaws, to any stockholder to whom (1) notice of two consecutive annual meetings of stockholders and all notices of stockholder meetings or of the taking of action by written consent of stockholders without a meeting to such stockholder during the period between such two consecutive annual meetings, or (2) all, and at least two payments (if sent by first-class mail) of dividends or interest on securities during a twelve (12) month period, have been mailed addressed to such stockholder at such stockholder's address as shown on the records of the Corporation and have been returned undeliverable, the giving of such notice to such stockholder shall not be required. Any action or meeting that shall be taken or held without notice to such stockholder shall have the same force and effect as if such notice had been duly given. If any such stockholder shall deliver to the Corporation a written notice setting forth such stockholder's then-current address, the requirement that notice be given to such stockholder shall be reinstated. If the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate need not state that notice was not given to persons to whom notice was not required to be given pursuant to Section 230(b) of the DGCL.

Section 9.4 Waiver of Notice. Whenever any notice is required to be given under applicable law, the Certificate of Incorporation or these Bylaws, a written waiver of such notice, signed before or after the date of such meeting by the person or persons entitled to said notice, or a waiver by Electronic Transmission by the person entitled to said notice, shall be deemed

equivalent to such required notice. All such waivers shall be kept with the books of the Corporation. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 9.5 Meeting Attendance via Remote Communication Equipment.

(a) Stockholder Meetings. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

(i) participate in a meeting of stockholders; and

(ii) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (A) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (B) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (C) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such votes or other action shall be maintained by the Corporation.

(b) Board Meetings. Unless otherwise restricted by applicable law, the Certificate of Incorporation or these Bylaws, members of the Board or any committee thereof may participate in a meeting of the Board or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 9.6 Dividends. The Board may from time to time declare, and the Corporation may pay, dividends (payable in cash, property or shares of the Corporation's capital stock) on the Corporation's outstanding shares of capital stock, subject to applicable law and the Certificate of Incorporation.

Section 9.7 Reserves. The Board may set apart out of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

Section 9.8 Contracts and Negotiable Instruments. Except as otherwise provided by applicable law, the Certificate of Incorporation or these Bylaws, any contract, bond, deed, lease, mortgage or other instrument may be executed and delivered in the name and on behalf of the Corporation by such officer or officers or other employee or employees of the Corporation as the Board may from time to time authorize. Such authority may be general or confined to specific instances as the Board may determine. The Chief Executive Officer, the Chief Financial Officer, the President, Treasurer or any Vice President may execute and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation. Subject to any restrictions imposed by the Board, the Chief Executive Officer, Chief Financial Officer, the President, Treasurer or any Vice President may delegate powers to execute and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation to other officers or employees of the Corporation under such person's supervision and authority, it being understood, however, that any such delegation of power shall not relieve such officer of responsibility with respect to the exercise of such delegated power.

Section 9.9 Fiscal Year. The fiscal year of the Corporation shall be fixed by the Board.

Section 9.10 Seal. The Board may adopt a corporate seal, which shall be in such form as the Board determines. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 9.11 Books and Records. The books and records of the Corporation may be kept within or outside the State of Delaware at such place or places as may from time to time be designated by the Board.

Section 9.12 Resignation. Any director, committee member or officer may resign by giving notice thereof in writing or by Electronic Transmission to the Chair of the Board, the Chief Executive Officer, the President or the Secretary. The resignation shall take effect at the time specified therein, or at the time of receipt of such notice if no time is specified or the specified time is earlier than the time of such receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.13 Surety Bonds. Such officers, employees and agents of the Corporation (if any) as the Chief Executive Officer, the President or the Board may direct, from time to time, shall be bonded for the faithful performance of their duties and for the restoration to the Corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the Corporation, in such amounts and by such surety companies as the Chief Executive Officer, the President or the Board may determine. The premiums on such bonds shall be paid by the Corporation and the bonds so furnished shall be in the custody of the Secretary.

Section 9.14 Securities of Other Entities. Powers of attorney, proxies, waivers of notice of meeting, consents in writing and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief

Executive Officer, the President, the Chief Financial Officer, the Treasurer, any Vice President or the Secretary. Any such officer, may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation or other entity in which the Corporation may own securities, or to consent in writing, in the name of the Corporation as such holder, to any action by such corporation or entity, and at any such meeting or with respect to any such consent shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed. The Board may from time to time confer like powers upon any other person or persons.

Section 9.15 **Amendments**. In addition to any vote of the holders of any class or series of capital stock of the Corporation required by law or by the Certificate of Incorporation (including the rights of any series of Preferred Stock), these Bylaws may be amended, altered or repealed, or new Bylaws made, by vote of (a) a majority of the directors present at a meeting at which a quorum of the Board is present or (b) the holders of a majority of the voting power of all outstanding shares of capital stock of the Corporation entitled to thereon, voting together as a single class.

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is dated as of May 17, 2023, by and among Talen Energy Corporation, a Delaware corporation (the "Company"), the undersigned holders of Registrable Securities (as defined below), and such other holders of Registrable Securities that join this Agreement pursuant to the provisions herein. Such holders of Registrable Securities party hereto are collectively referred to herein as the "Holders."

ARTICLE I
DEFINITIONS

In this Agreement:

"Affiliate" has the meaning ascribed thereto in Rule 12b-2 promulgated under the Exchange Act, as in effect on the date hereof.

"Agreement" has the meaning set forth in the Preamble.

"Business Day" means a day other than a Saturday, Sunday, or other day on which commercial banks are authorized or required by applicable law to be closed in New York, New York or Houston, Texas.

"Common Stock" means the shares of common stock, par value $0.01 per share, of the Company, and any other capital stock of the Company into which such common stock is reclassified or reconstituted.

"Company" has the meaning set forth in the Preamble.

"Control" (including its correlative meanings, "Controlled by" and "under common Control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

"Demand Holder" has the meaning set forth in Section 2.1(a) hereof.

"Demand Notice" has the meaning set forth in Section 2.1(a) hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Holders" has the meaning set forth in the Preamble.

"Initial Public Offering" means a transaction or action pursuant to which the Shares of Common Stock are first listed on a national securities exchange in the United States.

"LoBiondo" means Leonard LoBiondo.

"LoBiondo Warrant" means that certain warrant to purchase Shares of Common Stock issued to LoBiondo effective as of May 17, 2023.

"Permitted Transferee" means, with respect to each of the LoBiondo Warrant and Riverstone Warrant, any Person who is a holder of the LoBiondo Warrant or Riverstone Warrant following a valid transfer thereof pursuant to the terms of such warrants, or who holds Shares issued pursuant to the valid exercise of the LoBiondo Warrant or Riverstone Warrant and becomes a party hereto by executing and delivering an assignment and joinder agreement to the Company, substantially in the form of Exhibit A to this Agreement.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, a cooperative, an unincorporated organization, or other form of business organization, whether or not regarded as a legal entity under applicable law, or any governmental authority or any department, agency or political subdivision thereof.

"Plan" means the Joint Chapter 11 Plan of Talen Energy Supply, LLC and Its Affiliated Debtors confirmed by order, dated December 15, 2022 and as amended, of the Bankruptcy Court for the Southern District of Texas, jointly administered under the caption "In re: TALEN ENERGY SUPPLY, LLC, et al., Debtors," Case No. 22-90054 (MI).

"Potential Participant" has the meaning set forth in Section 2.6.

"Recognized Exchange" means The New York Stock Exchange or the Nasdaq Stock Market.

"Registrable Securities" means the Shares issued to the Holders and their Affiliates pursuant to the Plan and Shares issued pursuant to the valid exercise of the LoBiondo Warrant and the Riverstone Warrant. For purposes of this Agreement, Registrable Securities shall cease to be Registrable Securities when: (i) a registration statement covering the resale of such Registrable Securities has been declared effective under the Securities Act by the SEC and such Registrable Securities have been disposed of pursuant to such effective registration statement; (ii) such Registrable Securities have been sold pursuant to Rule 144 or Rule 145 (or any successor rules or regulations then in force) under the Securities Act and the transferee thereof reasonably notifies the Company that it did not receive "restricted securities" as defined in Rule 144 and has complied with Section 6.1; (iii) such Registrable Securities are held by a Holder that together with its Affiliates beneficially owns Shares representing less than 3% of the aggregate voting power of Shares eligible to vote in the election of directors of the Company provided, that, with respect to LoBiondo, such threshold shall not apply and the securities underlying the LoBiondo Warrant shall additionally cease to constitute Registrable Securities on the date which such securities may be sold pursuant to Rule 144 without volume limitations; or (iv) such Registrable Securities cease to be outstanding (or issuable upon exercise).

"Registration Expenses" means any and all expenses incurred in connection with the performance of or compliance with this Agreement, including:

(a) all SEC, stock exchange, or FINRA registration and filing fees (including, if applicable, the fees and expenses of any "qualified independent underwriter," as such term is defined in Rule 5121 of FINRA, and of its counsel);

(b) all fees and expenses of complying with securities or blue sky laws (including fees and disbursements of counsel for the underwriters in connection with blue sky qualifications of the Registrable Securities);

(c) all printing, messenger and delivery expenses;

(d) all fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange or FINRA and all rating agency fees;

(e) the reasonable fees and disbursements of counsel for the Company and of its independent public accountants, including the expenses of any special audits and/or comfort letters required by or incident to such performance and compliance (including, without limitation, any such audits and comfort letters relating to financial statements pursuant to Rule 3-05 of Regulation S-X and Article 11 thereunder);

(f) any fees and disbursements of underwriters customarily paid by the issuers or sellers of Securities, including liability insurance if the Company so desires or if the underwriters so require, and the reasonable fees and expenses of any special experts retained in connection with the requested registration, but, for the avoidance of doubt, excluding underwriting fees, discounts, selling commissions and transfer taxes;

(g) the reasonable fees and out-of-pocket expenses of not more than one law firm (as selected by Holders of a majority of the Registrable Securities included in such registration) incurred by all the Holders in connection with the registration;

(h) the costs and expenses of the Company relating to analyst and investor presentations or any "road show" undertaken in connection with the registration and/or marketing of the Registrable Securities (including the reasonable out-of-pocket expenses of the Holders to the extent the Holders are invited to participate by the Company); and

(i) any other fees and disbursements customarily paid by the issuers of Securities.

"Riverstone Parties" means collectively Raven Power Holdings LLC, C/R Energy Jade, LLC and Sapphire Power Holdings LLC.

"Riverstone Warrant" means those certain warrant certificates to purchase Shares of Common Stock issued to each of the Riverstone Parties effective as of May 17, 2023.

"SEC" means the U.S. Securities and Exchange Commission or any successor agency.

"Securities" means capital stock, limited partnership interests, limited liability company interests, beneficial interests, warrants, options, notes, bonds, debentures, and other securities, equity interests, ownership interests and similar obligations of every kind and nature of any Person.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"Shares" means shares of Common Stock of the Company, including Shares underlying warrants of the Company when issued upon the valid exercise of such warrants.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which: (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, representatives or trustees thereof is at the time owned or Controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; or (ii) if a limited liability company, partnership, association or other business entity, a majority of the total voting power of stock (or equivalent ownership interest) of the limited liability company, partnership, association or other business entity is at the time owned or Controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or Control the managing director or general partner of such limited liability company, partnership, association or other business entity.

"Underwritten Block Trade" has the meaning set forth in Section 2.6.

"Warrant Holders" means LoBiondo and the Riverstone Parties, and such parties' Permitted Transferees.

"WKSI" means a well-known seasoned issuer, as defined in Rule 405 under the Securities Act.

ARTICLE II
DEMAND AND PIGGYBACK RIGHTS

2.1 Right to Demand a Non-Shelf Registered Offering.

(a) Upon the written demand of any Holder of Registrable Securities who is not a Warrant Holder (a "Demand Holder") made at any time and from time to time, in each case, after the Company's Initial Public Offering (a "Demand Notice"), the Company will facilitate in the manner described in this Agreement a non-shelf registered offering of the Registrable Securities requested by any such Demand Holders to be included in such offering *provided*, *that* (i) the market value, based on the closing price of the Common Stock on the

Business Day immediately preceding the date of the Demand Notice, of the aggregate amount of Registrable Securities requested to be included in such non-shelf registered offering is at least $25 million, and (ii) the Company shall not be obligated to effect more than three such non-shelf registered offering demands in any twelve-month period.

(b) Any demanded non-shelf registered offering pursuant to Section 2.1(a) may, at the Company's option, include Shares to be sold by the Company for its own account and will also include Registrable Securities to be sold by Holders that exercise their related piggyback rights pursuant to Section 2.2 hereof and any other Registrable Securities to be sold by the holders of registration rights granted other than pursuant to this Agreement exercising such rights, in each case, to the extent exercising such rights on a timely basis. In order to be valid, the Demand Notice must provide the information described in Section 3.1 hereof (if applicable) and Section 4.6 hereof or be followed by such information, when requested as contemplated by Section 4.6 hereof.

(c) Without limiting any other obligations of the Company hereunder, as soon as reasonably practicable, but in no event later than 75 days after receiving a valid Demand Notice satisfying the criteria set forth in this Section 2.1, the Company shall use its commercially reasonable efforts to file with the SEC a registration statement covering all of the Registrable Securities covered by such Demand Notice as well as any other Registrable Securities as to which registration is properly requested in accordance with Section 2.2 hereof (which other Registrable Securities may be included by means of a pre-effective amendment) and any other registrable securities properly requested in accordance with other registration rights agreements with the Company, but subject in each case to any cutbacks imposed in accordance with Section 3.5 hereof and the limitations set forth in Section 2.5 hereof. Notwithstanding anything to the contrary herein, any such registration statement filed pursuant to this Section 2.1 shall, upon the request of such Demand Holders, permit resales of Registrable Securities on a delayed or continuous basis in accordance with Rule 415 under the Securities Act and not require an underwritten offering.

2.2 Right to Piggyback on a Non-Shelf Registered Offering. In connection with any registered offering of Shares covered by a non-shelf registration statement after the Company's Initial Public Offering (whether pursuant to the exercise of demand rights or at the initiative of the Company), the Holders may exercise piggyback rights to have included in such offering, Registrable Securities held by them, subject in each case to any cutbacks imposed in accordance with Section 3.5 hereof and the limitations set forth in Section 2.5 hereof. The Company will facilitate in the manner described in this Agreement any such non-shelf registered offering.

2.3 Right to Demand and be Included in a Shelf Registration. Upon the demand of any Demand Holder, LoBiondo or the Riverstone Parties, made at any time and from time to time when the Company is eligible to utilize Form S-3 or a successor form to register Shares in a secondary offering to be made on a delayed or continuous basis in accordance with Rule 415 under the Securities Act, the Company will facilitate in the manner described in this Agreement a shelf registration of Registrable Securities held by all of the Holders, *provided that*, LoBiondo

and the Riverstone Parties are only entitled to one (1) demand each under this Section 2.3, and may not exercise a demand under this Section 2.3 if the Registrable Securities held by such party are effectively registered under any other registration statement at that time. For the avoidance of doubt, the Riverstone Parties may only make one demand under this Section 2.3, collectively. Promptly upon receiving any demand (but in no event more than 30 days after receipt of a demand for such registration) from any Demand Holder, LoBiondo or the Riverstone Parties, the Company shall use its commercially reasonable efforts to file a registration statement on Form S-3 relating to such demand. Any shelf registration filed pursuant to this Section 2.3 by the Company covering Shares will cover all Registrable Securities held by each of the Holders (and with respect to any particular Holder, subject to such Holder's compliance with Section 4.6). If at the time of such request the Company is eligible for WKSI status, such shelf registration shall, upon the request of any Demand Holder, LoBiondo or the Riverstone Parties, be an automatic shelf registration statement. The Company shall cause such automatic shelf registration statement filed pursuant to this Section 2.3 to remain effective thereafter until the earlier of (i) three years after the effectiveness thereof, and (ii) such time as there are no longer any Registrable Securities.

2.4 Demand and Piggyback Rights for Shelf Takedowns. Upon the demand of any Demand Holder, made at any time and from time to time after a shelf registration statement on Form S-3 (or such successor form) has become effective pursuant to Section 2.3 above, the Company will facilitate in the manner described in this Agreement an underwritten offering of Registrable Securities off of such effective shelf registration statement provided that the aggregate anticipated offering price of such underwritten offering is at least $25 million. In connection with any underwritten shelf takedown (whether pursuant to the exercise of such demand rights by any of the Demand Holders or at the initiative of the Company), the Holders may exercise piggyback rights to have included in such takedown Registrable Securities held by them that are registered on such shelf.

2.5 Limitations on Demand and Piggyback Rights.

(a) Any demand for the filing of a registration statement or for a registered offering or takedown, and the exercise of any piggyback registration rights, will be subject to the constraints of any applicable lockup arrangements, and any such demand must be deferred until such lockup arrangements no longer apply. If a demand has been made for a non-shelf registered offering or for an underwritten takedown, no further demands may be made so long as the related offering is still being pursued. Notwithstanding anything in this Agreement to the contrary, the Holders will not have piggyback or other registration rights with respect to the following registered primary offerings by the Company: (i) a registration relating solely to employee benefit plans; (ii) a registration on Form S-4 or S-8 (or other similar successor forms then in effect under the Securities Act); (iii) a registration pursuant to which the Company is offering to exchange its own Securities for other Securities; (iv) a registration statement relating solely to dividend reinvestment or similar plans; (v) a shelf registration statement pursuant to which only the initial purchasers and subsequent transferees of debt securities of the Company or any Subsidiary that are convertible for common equity and that are initially issued pursuant to Rule 144A and/or Regulation S of the Securities Act may resell such notes and sell the common

equity into which such notes may be converted; (vi) a registration where the Registrable Securities are not being sold for cash; or (vii) a registration of Securities where the offering is a *bona fide* offering of debt securities, even if such Securities are convertible into or exchangeable or exercisable for Shares.

(b) The Company may postpone the filing of a demanded registration statement or suspend the effectiveness of any shelf registration statement for a "blackout period" not in excess of 90 days if the board of directors of the Company determines in good faith that such registration or offering could (i) materially interfere with a *bona fide* business, reorganization, acquisition or divestiture or financing transaction of the Company or its Subsidiaries; (ii) require disclosure of material non-public information that the Company has a *bona fide* business purpose for preserving as confidential; or (iii) be reasonably likely to require premature disclosure of information, the premature disclosure of which could materially and adversely affect the Company; provided, that, the Company shall not delay the filing of any demanded registration statement or suspend the effectiveness of any shelf registration statement more than once in any 12-month period (except that the Company shall be able to use this right more than once in any 12-month period if the Company is exercising such right during the 15-day period prior to the Company's regularly scheduled quarterly earnings announcement and the total number of days of postponement in such 12-month period does not exceed 120 days). The blackout period will end upon the earlier to occur of, (i) in the case of a *bona fide* business, acquisition or divestiture or financing transaction, a date not later than 90 days from the date such deferral commenced, and (ii) in the case of disclosure of non-public information, the earlier to occur of (x) the filing by the Company of its next succeeding Form 10-K or Form 10-Q, or (y) the date upon which such information otherwise is disclosed or becomes public knowledge.

2.6 Block Trades. If any Demand Holder desires to engage in an underwritten block trade or bought deal pursuant to a shelf registration statement (either through filing an automatic shelf registration statement or through a take-down from an already existing shelf registration statement) (each, an "Underwritten Block Trade"), then, notwithstanding the time periods set forth in Section 2.1(c), the Demand Holders shall notify the Company of the Underwritten Block Trade not less than three (3) Business Days prior to the day such offering is first anticipated to commence. The Company will use its commercially reasonable efforts to promptly notify the other Holders of such Underwritten Block Trade at the address provided in writing to the Company prior to such trade and such notified Holders (each, a "Potential Participant") may elect whether or not to participate no later than the next Business Day (i.e. two (2) Business Days prior to the day such offering is to commence) (unless a longer period is agreed to by the requesting Holders), and the Company will as expeditiously as possible use its commercially reasonable efforts to facilitate such Underwritten Block Trade (which may close as early as two (2) Business Days after the date it commences). The Demand Holders representing a majority of the Registrable Securities wishing to engage in the Underwritten Block Trade shall, to the extent practicable, use commercially reasonable efforts to work with the Company and any underwriters prior to making such request in order to facilitate preparation of any registration statement, prospectus and other offering documentation related to the Underwritten Block Trade. Any Potential Participant's request to participate in an Underwritten Block Trade shall be binding on the Potential Participant. Notwithstanding anything to the contrary in this Agreement, any

Underwritten Block Trade requested hereunder must be for aggregate expected proceeds of at least $25 million.

ARTICLE III
NOTICES, CUTBACKS AND OTHER MATTERS

3.1 Notifications Regarding Registration Statements. In order for any of the Demand Holders to exercise their right to demand pursuant to Article II that a registration statement be filed, they must include in their Demand Notice the number of Registrable Securities sought to be registered and the proposed plan of distribution.

3.2 Notifications Regarding Registration Piggyback Rights.

(a) In the event that the Company receives (i) any demand from Demand Holders pursuant to Section 2.1 hereof, or (ii) if the Company files a registration statement with respect to a non-shelf registered offering, the Company will promptly give to each of the Holders a written notice thereof no later than 5:00 p.m., New York City time, on the fifth Business Day following receipt by the Company of such demand or the filing of such registration statement, as applicable. Any Holder wishing to exercise its piggyback rights with respect to any such non-shelf registration statement must notify the Company and the other Holders of the number of Registrable Securities it seeks to have included in such registration statement in a written notice. Such notice must be given as soon as practicable, but in no event later than 5:00 p.m., New York City time, on the fifth Business Day prior to the date on which the preliminary prospectus intended to be used in connection with pre-effective marketing efforts for the relevant offering is expected to be finalized.

(b) Pending any required public disclosure and subject to applicable legal requirements, the parties will maintain confidentiality of their discussions regarding a prospective non-shelf registration.

3.3 Notifications Regarding Demanded Underwritten Takedowns.

(a) The Company will keep the Holders reasonably apprised of all pertinent aspects of any underwritten shelf takedown demanded by any other Holders in order that Holders may have a reasonable opportunity to exercise their related piggyback rights. Without limiting the Company's obligation as described in the preceding sentence, having a reasonable opportunity requires that the Holders be notified by the Company of an anticipated underwritten takedown (whether pursuant to a demand made by Demand Holders or made at the Company's own initiative) no later than 5:00 p.m., New York City time, on (i) if applicable, the second Business Day prior to the date on which the preliminary prospectus or prospectus supplement intended to be used in connection with pre-pricing marketing efforts for such takedown is finalized, and (ii) in all cases, the second Business Day prior to the date on which the pricing of the relevant takedown occurs.

(b) Any Holder wishing to exercise its piggyback rights with respect to an underwritten shelf takedown must notify the Company and the other Holders of the number of

Registrable Securities it seeks to have included in such takedown. Such notice must be given as soon as practicable, but in no event later than 5:00 p.m., New York City time, on (i) if applicable, the Business Day prior to the date on which the preliminary prospectus or prospectus supplement intended to be used in connection with marketing efforts for the relevant offering is expected to be finalized, and (ii) in all cases, the Business Day prior to the date on which the pricing of the relevant takedown occurs.

(c) Pending any required public disclosure and subject to applicable legal requirements, the parties will maintain confidentiality of their discussions regarding a prospective underwritten takedown.

3.4 Plan of Distribution, Underwriters and Advisors. If a majority of the Registrable Securities proposed to be sold in an underwritten offering through a non-shelf registration statement or through a shelf takedown is being sold by the Company for its own account, the Company will be entitled to determine the plan of distribution and select the managing underwriters and any provider of advisory services for such offering. Otherwise, Holders holding a majority of the Shares requested to be included will be entitled to determine the plan of distribution and select the managing underwriters and any provider of advisory services; provided, that, such investment banker or bankers, managers and providers of advisory services shall be reasonably satisfactory to the Company.

3.5 Cutbacks. If the managing underwriters advise the Company and the selling Holders that, in their opinion, the number of Registrable Securities requested to be included in an underwritten offering exceeds the amount that can be sold in such offering without adversely affecting the distribution of the Registrable Securities being offered, the price that will be paid in such offering or the marketability thereof, such offering will include only the number of Registrable Securities that the underwriters advise can be sold in such offering in the following order of priority:

(a) If such underwritten offering is initiated by the Demand Holders pursuant to Article II, then, with respect to each class proposed to be registered:

(1) *first*, the Registrable Securities beneficially owned by the Demand Holders that have demanded such offering, allocated *pro rata* among such Demand Holders on the basis of the number of Registrable Securities beneficially owned by each such Demand Holder;

(2) *second*, the Registrable Securities beneficially owned by Holders that requested to be included in such demand registration (including by exercise of piggyback rights), other than the Demand Holders, allocated *pro rata* among the respective Holders beneficially owning such Registrable Securities on the basis of the number of Registrable Securities beneficially owned by each such Holder;

(3) *third*, any Securities to be sold by the Company for its own account requested to be included in such demand registration by the Company; and

(4) *fourth*, other Securities held by third parties requested to be included in such demand registration pursuant to registration rights granted to such third party holder.

(b) If such underwritten offering is initiated by the Company, then, with respect to each class proposed to be registered:

(1) *first*, any Securities to be sold by the Company for its own account requested to be included in such registration by the Company;

(2) *second*, the Registrable Securities beneficially owned by Holders that requested to be included in such registration (including by exercise of piggyback rights), allocated *pro rata* among the respective Holders beneficially owning such Registrable Securities on the basis of the number of Registrable Securities beneficially owned by each such Holder; and

(3) *third*, other Securities held by third parties requested to be included in such registration pursuant to registration rights granted to such third party holder.

(c) If such underwritten offering is initiated by any third party holder, then, with respect to each class proposed to be registered:

(1) *first*, other Securities held by third parties requested to be included in such demand registration pursuant to registration rights granted to such third party holder;

(2) *second*, the Registrable Securities beneficially owned by Holders that requested to be included in such demand registration (including by exercise of piggyback rights), allocated *pro rata* among the respective Holders beneficially owning such Registrable Securities on the basis of the number of Registrable Securities beneficially owned by each such Holder; and

(3) *third*, any Securities to be sold by the Company for its own account requested to be included in such demand registration by the Company.

To the extent of any remaining capacity, and in all other cases, the selling Holders (and any other Persons having registration rights *pari passu* with the Holders and participating in such offering) and the Company will be subject to cutback *pro rata* based on the number of Registrable Securities initially requested by them to be included in such offering, without distinguishing between Holders (or other Persons exercising *pari passu* registration rights) based on who made the demand for such offering or otherwise.

3.6 **Withdrawals**. Even if Registrable Securities held by a Holder have been part of a registered underwritten offering, such Holder may, no later than the time at which the public offering price and underwriters' discount are determined with the managing underwriter, decline to sell all or any portion of the Registrable Securities being offered for its account.

3.7 **Lockups**. In connection with any underwritten offering of Shares, the Company and, to the extent participating in such offering, each participating Holder and each of its controlled affiliates, if requested by the underwriters, will agree (in the case of Holders, with respect to all Shares respectively beneficially owned by them) to be bound by the lockup restrictions required by the underwriting agreement (which must apply in like manner to all of them) that are agreed to by the Company.

ARTICLE IV
FACILITATING REGISTRATIONS AND OFFERINGS

4.1 **General**. If the Company becomes obligated under this Agreement to facilitate a registration and offering of Registrable Securities on behalf of Holders, the Company will do so with the same degree of care and dispatch as would reasonably be expected in the case of a registration and offering by the Company of Securities for its own account. Without limiting this general obligation, the Company will fulfill its specific obligations as described in this Article IV.

4.2 **Registration Statements**. In connection with each registration statement that is demanded by Demand Holders in accordance with this Agreement or as to which piggyback rights otherwise apply, the Company will use commercially reasonable efforts to:

(a) (i) prepare and file with the SEC a registration statement on an appropriate form covering the applicable Registrable Securities, (ii) file amendments thereto as warranted, (iii) seek the effectiveness thereof, and (iv) file with the SEC prospectuses and prospectus supplements as may be required, all in consultation with the Holders and as reasonably necessary in order to permit the offer and sale of such Registrable Securities in accordance with the applicable plan of distribution;

(b) (i) within a reasonable time prior to the filing of any registration statement, any prospectus, any amendment to a registration statement, amendment or supplement to a prospectus or any free writing prospectus (in each case including all exhibits filed therewith), provide copies of such documents to the selling Holders and to the underwriter or underwriters of an underwritten offering, if applicable, and to their respective counsel; fairly consider such reasonable changes in any such documents prior to or after the filing thereof as the counsel to the Holders or the underwriter or the underwriters may request; and make such of the representatives of the Company as shall be reasonably requested by the selling Holders or any underwriter available for discussion of such documents; and (ii) within a reasonable time prior to the filing of any document which is to be incorporated by reference into a registration statement or a prospectus, provide copies of such document to counsel for the Holders and underwriters; fairly consider such reasonable changes in such document prior to or after the filing thereof as counsel for such Holders or such underwriter shall request; and make such of the representatives of the Company as shall be reasonably requested by such counsel available for discussion of such document;

(c) notify each Holder as soon as reasonably practicable, and, if requested by such Holder, confirm such advice in writing, (i) when a registration statement has become

effective and when any post-effective amendments and supplements thereto become effective if such registration statement or post-effective amendment is not automatically effective upon filing pursuant to Rule 462 under the Securities Act, (ii) of the issuance by the SEC or any state securities authority of any stop order, injunction or other order or requirement suspending the effectiveness of a registration statement or the initiation of any proceedings for that purpose, (iii) if, between the effective date of a registration statement and the closing of any sale of securities covered thereby pursuant to any agreement to which the Company is a party, the representations and warranties of the Company contained in such agreement cease to be true and correct in all material respects or if the Company receives any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose, and (iv) of the happening of any event during the period a registration statement is effective as a result of which such registration statement or the related prospectus contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(d) furnish counsel for each underwriter, if any, and for the Holders copies of any correspondence with the SEC or any state securities authority relating to the registration statement or prospectus;

(e) comply with all applicable rules and regulations of the SEC, including making available to its security holders an earnings statement covering at least 12 months which shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar provision then in force); and

(f) obtain the withdrawal of any order suspending the effectiveness of a registration statement at the earliest possible time.

4.3 Non-Shelf Registered Offerings, Shelf Takedowns and Alternative Transactions. In connection with any non-shelf registered offering, shelf takedown or Alternative Transaction (as defined below) that is demanded by Demand Holders or as to which piggyback rights otherwise apply, the Company will use commercially reasonable efforts to:

(a) cooperate with the selling Holders and the managing underwriter of an underwritten offering of Shares, if any, to facilitate the timely preparation and delivery of certificates representing the Shares to be sold and not bearing any restrictive legends; and enable such Shares to be in such denominations (consistent with the provisions of the governing documents thereof) and registered in such names as the selling Holders or the managing underwriter of an underwritten offering of Shares, if any, may reasonably request at least five (5) Business Days prior to any sale of such Shares;

(b) furnish to each Holder and to each underwriter, if any, participating in the relevant offering, without charge, as many copies of the applicable prospectus, including each preliminary prospectus, and any amendment or supplement thereto and such other documents as such Holder or underwriter may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities;

(c) (i) register or qualify the Registrable Securities being offered and sold, no later than the time the applicable registration statement becomes effective, under all applicable state securities or blue sky laws of such jurisdictions as each underwriter, if any, or any Holder holding Registrable Securities covered by a registration statement, shall reasonably request; (ii) keep each such registration or qualification effective during the period such registration statement is required to be kept effective; and (iii) do any and all other acts and things which may be reasonably necessary or advisable to enable each such underwriter, if any, and Holder to consummate the disposition in each such jurisdiction of such Registrable Securities owned by such Holder; provided, however, that the Company shall not be obligated to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to consent to be subject to general service of process (other than service of process in connection with such registration or qualification or any sale of Registrable Securities in connection therewith) in any such jurisdiction;

(d) cause all Registrable Securities being sold to be qualified for inclusion in or listed on any Recognized Exchange on which Registrable Securities issued by the Company are then so qualified or listed if so requested by the Holders, or if so requested by the underwriter or underwriters of an underwritten offering of Registrable Securities, if any;

(e) cooperate and assist in any filings required to be made with FINRA and in the performance of any due diligence investigation by any underwriter in an underwritten offering;

(f) facilitate the distribution and sale of any Registrable Securities to be offered pursuant to this Agreement, including without limitation by making "road show" presentations, holding meetings with and making calls to potential investors and taking such other actions as shall be requested by the Holders or the lead managing underwriter of an underwritten offering;

(g) enter into customary agreements (including, in the case of an underwritten offering, underwriting agreements in customary form, and including provisions with respect to indemnification and contribution in customary form and consistent with the provisions relating to indemnification and contribution contained herein) and take all other customary and appropriate actions in order to expedite or facilitate the disposition including, but not limited to, any disposition in an Alternative Transaction, of such Registrable Securities and in connection therewith:

(1) make such representations and warranties to the selling Holders and the underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in similar underwritten offerings;

(2) obtain opinions of counsel to the Company covering the matters customarily covered in opinions requested in sales of securities or underwritten offerings;

(3) to the extent requested and customary for the relevant transaction, obtain "cold comfort" letters and updates thereof (including, without limitation, any such

audits and comfort letters relating to financial statements pursuant to Rule 3-05 of Regulation S-X and Article 11 thereunder) from the Company's independent certified public accountants which letters shall be customary in form and shall cover matters of the type customarily covered in "cold comfort" letters to underwriters in connection with primary underwritten offerings; and

(4) to the extent requested and customary for the relevant transaction, enter into a securities sales agreement with the Holders, which agreement shall be customary in form, substance and scope and shall contain customary representations, warranties and covenants.

(h) use its commercially reasonable efforts to cooperate in a timely manner with any request of the Holders holding shelf registered securities in respect of any block trade or customary hedging transaction that is registered pursuant to a shelf registration that is not a firm commitment underwritten offering (each, an "Alternative Transaction"), including entering into customary agreements with respect to such Alternative Transactions (and providing customary representations, warranties, covenants and indemnities in such agreements) as well as providing other commercially reasonable assistance in respect of such Alternative Transactions of the type applicable to a public offering subject to this Section 4.3, to the extent customary for such transactions.

4.4 Registrable Securities Transactions. If requested by any Holder in connection with any transaction involving any Registrable Securities (including any sale or other transfer of such securities without registration under the Securities Act, any margin loan with respect to such securities and any pledge of such securities), the Company will use commercially reasonable efforts to provide such Holder with customary assistance to facilitate such transaction, including, without limitation, (i) such action as such Holder may reasonably request from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act and (ii) entering into an "issuer's agreement" in connection with any margin loan with respect to such securities in customary form.

4.5 Due Diligence. In connection with each registration and offering of Registrable Securities to be sold by Holders, the Company will, in accordance with customary practice, make available for inspection by underwriters, including any underwriter or counterparty in an Alternative Transaction participating in any disposition pursuant to a Registration Statement being filed by the Company pursuant to Section 4.3, and any counsel or accountant retained by such underwriters all relevant financial and other records, pertinent corporate documents and properties of the Company and cause appropriate officers, managers, employees, outside counsel and accountants of the Company to supply all information reasonably requested by any such underwriter, counsel or accountant in connection with their due diligence exercise, including through in-person meetings, but subject to customary privilege constraints.

4.6 Information from Holders. Each Holder that holds Registrable Securities proposed to be covered by any registration statement will promptly furnish to the Company such information regarding itself as is required to be included in the registration statement or is otherwise required by FINRA or the SEC in connection with such registration statement, the

ownership of Registrable Securities by such Holder and the proposed distribution by such Holder of such Registrable Securities as the Company may from time to time reasonably request in writing.

4.7 **Expenses**. All Registration Expenses incurred in connection with any registration statement or registered offering covering Registrable Securities held by the selling Holders will be borne by the Company. However, underwriters', brokers' and dealers' fees, discounts and commissions applicable to Registrable Securities sold for the account of a Holder will be borne by such Holder.

ARTICLE V
INDEMNIFICATION

5.1 **Indemnification by the Company**. In the event of any registration under the Securities Act by any registration statement pursuant to rights granted in this Agreement of Registrable Securities held by Holders, the Company will indemnify and hold harmless Holders, their officers, directors and affiliates, and each underwriter of such securities and each other Person, if any, who Controls any Holder or such underwriter within the meaning of the Securities Act, against any losses, claims, damages, or liabilities (including reasonable documented legal fees and costs of court), joint or several, to which Holders or such underwriter or controlling Person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages, or liabilities (or any actions in respect thereof) arise out of or are based upon any violation or alleged violation by the Company of the Securities Act, any blue sky laws, securities laws or other applicable laws of any state or country in which such Shares are offered and relating to action taken or action or inaction required of the Company in connection with such offering, or arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (i) contained, on its effective date, in any registration statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) contained in any preliminary prospectus, if used prior to the effective date of such registration statement, or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus), or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus not misleading; and will reimburse Holders and each such underwriter and each such controlling Person for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, or liability; provided, however, that the Company shall not be liable to any Holder or its underwriters or controlling Persons in any such case to the extent that any such loss, claim, damage, or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement or such amendment or supplement, in reliance upon and in conformity with information furnished by such Holder in writing to the Company or such underwriter specifically for use in the preparation thereof.

5.2 Indemnification by Holders. Each Holder as a condition to including Registrable Securities in such registration statement will indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 5.1 hereof) the Company, each director of the Company, each officer of the Company who shall sign the registration statement, and any Person who Controls the Company within the meaning of the Securities Act, (i) with respect to any statement or omission from such registration statement, or any amendment or supplement to it, if such statement or omission was made in reliance upon and in conformity with information furnished to the Company by such Holder in writing specifically for use in the preparation of such registration statement or amendment or supplement, and (ii) with respect to compliance by such Holder with applicable laws in effecting the sale or other disposition of the securities covered by such registration statement.

5.3 Indemnification Procedures. Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in Section 5.1 and Section 5.2 hereof, the indemnified party will, if a claim in respect thereof is to be made or may be made against an indemnifying party, give written notice to such indemnifying party of the commencement of the action. The failure of any indemnified party to give notice shall not relieve the indemnifying party of its obligations in this Article V, except to the extent that the indemnifying party is actually prejudiced by the failure to give notice. If any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense of the action with counsel reasonably satisfactory to the indemnified party, and after notice from the indemnifying party to such indemnified party of its election to assume defense of the action, the indemnifying party will not be liable to such indemnified party for any legal or other expenses incurred by the latter in connection with the action's defense other than reasonable costs of investigation. An indemnified party shall have the right to employ separate counsel in any action or proceeding and participate in the defense thereof, but the fees and expenses of such counsel shall be at such indemnified party's expense unless (i) the employment of such counsel has been specifically authorized in writing by the indemnifying party, which authorization shall not be unreasonably withheld, (ii) the indemnifying party has not assumed the defense and employed counsel reasonably satisfactory to the indemnified party within thirty (30) days after notice of any such action or proceeding, or (iii) the named parties to any such action or proceeding (including any impleaded parties) include the indemnified party and the indemnifying party and the indemnified party shall have been advised by such counsel that there may be one or more legal defenses available to the indemnified party that are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to assume the defense of such action or proceeding on behalf of the indemnified party), it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (in addition to all local counsel which is necessary, in the good faith opinion of both counsel for the indemnifying party and counsel for the indemnified party in order to adequately represent the indemnified parties) for the indemnified party and that all such fees and expenses shall be reimbursed as they are incurred upon written request and presentation of invoices. Whether or not a defense is assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement

made without its consent (not to be unreasonably withheld). No indemnifying party will consent to entry of any judgment or enter into any settlement which (i) does not include as an unconditional term the giving by the claimant or plaintiff, to the indemnified party, of a release from all liability in respect of such claim or litigation or (ii) involves the imposition of equitable remedies or the imposition of any non-financial obligations on the indemnified party.

5.4 **Contribution**. If the indemnification required by this Article V from the indemnifying party is unavailable to or insufficient to hold harmless an indemnified party in respect of any indemnifiable losses, claims, damages, liabilities, or expenses, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities, or expenses in such proportion as is appropriate to reflect (i) the relative benefit of the indemnifying and indemnified parties and (ii) if the allocation in clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect the relative benefit referred to in clause (i) and also the relative fault of the indemnified and indemnifying parties, in connection with the actions which resulted in such losses, claims, damages, liabilities, or expenses, as well as any other relevant equitable considerations. The relative benefits received by a party shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by it bear to the total amounts (including, in the case of any underwriter, any underwriting commissions and discounts) received by each other party. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact, has been made by, or relates to information supplied by, such indemnifying party or parties, and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the losses, claims, damage, liabilities, and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding. The Company and Holders agree that it would not be just and equitable if contribution pursuant to this Section 5.4 were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the prior provisions of this Section 5.4.

Notwithstanding the provisions of this Section 5.4, no indemnifying party shall be required to contribute any amount in excess of the amount by which the total price at which the securities were offered to the public by such indemnifying party exceeds the amount of any damages which such indemnifying party has otherwise been required to pay by reason of an untrue statement or omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such a fraudulent misrepresentation.

ARTICLE VI
OTHER AGREEMENTS

6.1 **Assignment**. Neither the Company nor any Holder shall assign all or any part of this Agreement without the prior written consent of the Company and Holders of a majority of the Registrable Securities; provided, however, that without the prior written consent of the

Company, the Holders may assign their rights and obligations under this Agreement in whole or in part to (i) any of their Affiliates and/or (ii) any Person who becomes a holder of Registrable Securities upon a distribution by any of the Holders of shares of Common Stock to their members, limited partners or stockholders that becomes a party hereto by executing and delivering an assignment and joinder agreement to the Company, substantially in the form of Exhibit A to this Agreement. Except as otherwise provided herein, this Agreement will inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

6.2 **Merger or Consolidation**. In the event the Company engages in a merger or consolidation in which the Registrable Securities are converted into securities of another company, the Company shall use commercially reasonable efforts to ensure that the registration rights provided under this Agreement continue to be provided to Holders by the issuer of such securities.

6.3 **Rule 144**. If the Company is subject to the requirements of Section 13, 14 or 15(d) of the Exchange Act, the Company covenants that it will file any reports required to be filed by it under the Securities Act and the Exchange Act (or, if the Company is subject to the requirements of Section 13, 14 or 15(d) of the Exchange Act but is not required to file such reports, it will, upon the request of any Holder, make publicly available such information) and it will take such further action as any Holder may reasonably request, so as to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (b) any successor rule or regulation hereafter adopted by the SEC.

6.4 **In-Kind Distributions**. If any Holder seeks to effectuate an in-kind distribution of all or part of its Registrable Securities to its direct or indirect equityholders, the Company will, subject to applicable lockups, work with such Holder and the Company's transfer agent to facilitate such in-kind distribution in the manner reasonably requested by such Holder.

ARTICLE VII
MISCELLANEOUS

7.1 **Notices**. All notices, requests, demands and other communications required or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telex, fax or air courier guaranteeing delivery to the Persons at the respective addresses set forth below or pursuant to such other instructions as may be designated in writing by the party to receive such notice.

(a) If to the Company, to:

Talen Energy Corporation
1780 Hughes Landing Blvd., Suite 800
The Woodlands, TX 77380
Attention: General Counsel
Email: legalservices@talenenergy.com

(b) If to the Holders, to the notice addresses set forth in Exhibit B.

Any such notice, request, demand or other communication shall be deemed to have been duly given (i) on the date of delivery if delivered personally or by facsimile or electronic transmission, (ii) on the first Business Day after being sent if delivered by nationally recognized overnight delivery service and (iii) upon the earlier of actual receipt thereof or five Business Days after the date of deposit in the United States mail if delivered by mail.

7.2 Section Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. References in this Agreement to a designated "Article" or "Section" refer to an Article or Section of this Agreement unless otherwise specifically indicated.

7.3 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

7.4 Consent to Jurisdiction and Service of Process; Waiver of Jury Trial.

(a) The parties to this Agreement hereby agree to submit to the jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof in any action or proceeding arising out of or relating to this Agreement.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7.5 Amendments.

(a) This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument, signed by (x) the Company and (y) the Holders of a majority of Registrable Securities; provided, that, no provision of this Agreement shall be modified or amended in a manner that is, in each case, in the good faith determination of the Board of Directors of the Company, disproportionately and materially adverse to any Holder or that would treat any Holder less favorably than any other Holder with respect to its Registrable Securities, in each case, without the prior written consent of such Holder. For the avoidance of doubt, the Holders of a majority of Registrable Securities may waive all rights of any Holder to participate in a piggyback registration pursuant to Article II of this Agreement so long as no Holder participates in the related public offering.

7.6 Term. This Agreement will terminate (i) as to any Holder, when it no longer holds any Registrable Securities and (ii) at such time as there are no Registrable Securities held by any Holders. Notwithstanding the foregoing, Article V, Section 7.1 and Section 7.3 shall survive any termination.

7.7 Future Registration Rights. The Company shall not, prior to the termination of this Agreement, grant any registration rights that, in the good faith determination of the Board of Directors, are inconsistent with the rights granted to the Holders hereby.

7.8 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. The registration rights granted under this Agreement supersede any registration, qualification or similar rights with respect to any of the Registrable Securities granted under any other agreement, and any of such preexisting registration rights are hereby terminated.

7.9 Severability. The invalidity or unenforceability of any specific provision of this Agreement shall not invalidate or render unenforceable any of its other provisions. Any provision of this Agreement held invalid or unenforceable shall be deemed reformed, if practicable, to the extent necessary to render it valid and enforceable and to the extent permitted by law and consistent with the intent of the parties to this Agreement.

7.10 Counterparts. This Agreement may be executed in multiple counterparts (including by means of facsimile or electronic mail, in .pdf or any other form of electronic delivery (including any electronic signature complying with U.S. federal ESIGN Act of 2000)), each of which shall be deemed an original, but all of which together shall constitute the same instrument.

7.11 Third Parties. Except pursuant to Article V, this Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns and other Persons expressly named herein.

7.12 Equitable Remedies. The parties hereto agree that irreparable harm would occur in the event that any of the agreements and provisions of this Agreement were not performed fully by the parties hereto in accordance with their specific terms or conditions or were otherwise breached, and that money damages are an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby agreed that the parties hereto shall be entitled to an injunction or injunctions to restrain, enjoin and prevent breaches of this Agreement by the other parties and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, such remedy being in addition to and not in lieu of, any other rights and remedies to which the other parties are entitled to at law or in equity.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

TALEN ENERGY CORPORATION

By: /s/ John Chesser
Name: John Chesser
Title: Chief Financial Officer and Treasurer

HOLDERS:

By: /s/ Leonard LoBiondo
Name: Leonard LoBiondo

BEMAP MASTER FUND LTD

By: Rubric Capital Management LP, its Sub-Manager

By: /s/ Michael Nachmani
Name: Michael Nachmani
Title: Authorized Signatory

BLACKSTONE CSP-MST FMAP FUND

By: Rubric Capital Management LP, its Sub-Manager

By: /s/ Michael Nachmani
Name: Michael Nachmani
Title: Authorized Signatory

CAPITAL RESEARCH AND MANAGEMENT COMPANY, for and on behalf of certain funds it manages

By: /s/ Kristine M. Nishiyama
Name: Kristine M. Nishiyama
Title: Authorized Signatory

CARRONADE CAPITAL MASTER, LP

By: Carronade Capital GP LLC, its general partner

By: /s/ Dan Gropper
Name: Dan Gropper
Title: Managing Member

CF TLNE LP

By: CF TLNE GP LLC, its general partner

By: /s/ Leigh M. Grimner
Name: Leigh M. Grimner
Title: Deputy Chief Financial Officer

CF TLNE 2023 LP

By: CF TLNE GP LLC, its general partner

By: /s/ Leigh M. Grimner
Name: Leigh M. Grimner
Title: Deputy Chief Financial Officer

CITADEL CREDIT MASTER FUND LLC

By its Manager, Citadel Advisors LLC

By: /s/ Christopher L. Ramsay
Name: Christopher L. Ramsay
Title: Authorized Signatory

CQS (UK) LLP AS AGENT FOR BIWA FUND LIMITED

By: /s/ Atholl Wilton
Name: Atholl Wilton
Title: Authorized Signatory

CQS (UK) LLP AS AGENT CQS ACS FUND, a sub-fund of CQS Global Funds ICAV

By: /s/ Atholl Wilton
Name: Atholl Wilton
Title: Authorized Signatory

CQS (UK) LLP AS AGENT CQS DIRECTIONAL OPPORTUNITIES MASTER FUND LIMITED

By: /s/ Atholl Wilton
Name: Atholl Wilton
Title: Authorized Signatory

FRANKLIN ADVISERS, INC., as investment manager on behalf of the accounts listed below on Exhibit B

By: /s/ Glenn Voyles
Name: Glenn Voyles
Title: SVP

MONARCH CAPITAL MASTER PARTNERS V LP

By: Monarch Alternative Capital LP, as investment adviser

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Chief Executive Officer

MONARCH CAPITAL MASTER PARTNERS VI LP

By: Monarch Alternative Capital LP, as investment adviser

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Chief Executive Officer

MONARCH CUSTOMIZED OPPORTUNISTIC FUND – SERIES 1 LP

By: Monarch Alternative Capital LP, as investment adviser

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Chief Executive Officer

MONARCH DEBT RECOVERY MASTER FUND LTD

By: Monarch Alternative Capital LP, as investment adviser

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Chief Executive Officer

MONARCH V SELECT OPPORTUNITIES MASTER FUND LP

By: Monarch Alternative Capital LP, as investment adviser

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Chief Executive Officer

NUVEEN ASSET MANAGEMENT, LLC, as investment adviser on behalf of certain funds/accounts, severally and not jointly

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: MD & Head of Legal

RUBRIC BSR FUND LLC

By: Rubric Capital Management LP, its Manager

By: /s/ Michael Nachmani
Name: Michael Nachmani
Title: Authorized Signatory

RUBRIC CAPITAL MASTER FUND LP

By: Rubric Capital Management LP, its Manager

By: /s/ Michael Nachmani
Name: Michael Nachmani
Title: Authorized Signatory

TWO SEAS CAPITAL LP ON BEHALF OF FUNDS AND ENTITIES IT MANAGES

By: /s/ Sina Toussi
Name: Sina Toussi
Title: Managing member of Two Seas Capital GP LLC, its general partner

RAVEN POWER HOLDINGS LLC

By: /s/ Peter Haskopoulos
Name: Peter Haskopoulos
Title: Authorized Signatory

CIR ENERGY JADE, LLC

By: /s/ Peter Haskopoulos
Name: Peter Haskopoulos
Title: Authorized Signatory

SAPPHIRE POWER HOLDINGS, LLC

By: /s/ Peter Haskopoulos
Name: Peter Haskopoulos
Title: Authorized Signatory

TALEN ENERGY CORPORATION
STOCKHOLDERS AGREEMENT

This Stockholders Agreement (this "Agreement") is made and entered into as of May 17, 2023, by and among Talen Energy Corporation, a Delaware corporation (the "Company"), and all of the stockholders of the Company who were issued shares of Common Stock pursuant to the Plan (including via the Rights Offering (as defined in the Plan) and/or the Backstop Order (as defined in the Plan)) (each such party as identified on Schedule I hereto, together with any Person who hereafter becomes a party to or bound by this Agreement, a "Holder" and, collectively, the "Holders"). The Company and the Holders are referred to collectively herein as the "Parties."

In consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties agree as follows:

1. **Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth in this Section 1:**

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any investment fund the primary investment advisor to which is such Person or an Affiliate thereof); provided, that for purposes of this Agreement, no Holder shall be deemed an Affiliate of the Company or any of its Subsidiaries.

"Agreement" has the meaning set forth in the preamble.

"Board" means the board of directors of the Company.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in Houston, Texas.

"Bylaws" means the Bylaws of the Company, dated as of May 17, 2023, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with their terms.

"Chosen Courts" has the meaning set forth in Section 5(e).

"Close of Business" means 5:00 p.m. Central Time.

"Commission" means the Securities and Exchange Commission or any other federal agency then administering the Securities Act or Exchange Act.

"Common Stock" means the shares of common stock, par value $0.001 per share, of the Company.

"Company" has the meaning set forth in the preamble.

"Confidential Information" has the meaning set forth in Section 2(d)(i).

"Control" (including its correlative meanings, "Controlled by" and "under common Control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

"Designated Committee Member" has the meaning set forth in Section 3(a)(i).

"Designating Stockholder" has the meaning set forth in Section 3(a)(i).

"Drag-along Notice" has the meaning set forth in Section 4(a)(ii).

"Drag-along Sale" has the meaning set forth in Section 4(a)(i).

"Drag-along Stockholder" has the meaning set forth in Section 4(a)(i).

"Dragging Stockholder" has the meaning set forth in Section 4(a)(i).

"Equity Interest" shall mean, with respect to any Person, any and all shares, interests, participations or other equivalents, however designated, and whether voting or nonvoting, or certificated or noncertificated, including capital stock, membership interests and partnership interests (whether general or limited) and any other interest or participation that confers on any other Person the right to receive a share of the profits and losses of, or distributions of property of, such Person.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"FINRA" shall mean the Financial Industry Regulatory Authority, Inc.

"Holder" has the meaning set forth in the preamble.

"IPO" shall mean the initial Public Offering of the Company (or the Company's successor initial public offering-vehicle or entity).

"IPO Securities" shall mean the securities offered in the IPO.

"Parties" has the meaning set forth in the preamble.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, a cooperative, an unincorporated organization, or other form of business organization, whether or not regarded as a legal entity under applicable law, or any governmental authority or any department, agency or political subdivision thereof.

"Plan" means the Joint Chapter 11 Plan of Reorganization of the Company and certain of its debtor Affiliates under chapter 11 of Title 11 of the United States Code.

"Proposed Transferee" has the meaning set forth in Section 4(b)(i).

"Public Offering" shall mean the sale, in an underwritten public offering registered pursuant to an effective registration statement under the Securities Act of (i) the Common Stock or (ii) the Equity Interests of the Company's successor initial public offering-vehicle or entity, including in each case, any direct listing, and pursuant to which such securities are then traded on the New York Stock Exchange or Nasdaq Stock Market.

"Related Party" has the meaning set forth in Section 5(k).

"Representatives" of a Holder means its partners, shareholders, members, directors, officers, employees, agents, counsel, accountants, consultants, investment advisers or other professionals or representatives, or its Affiliates or wholly owned Subsidiaries or its Designated Committee Member.

"Sale Notice" has the meaning set forth in Section 4(b)(ii).

"SEC" means the U.S. Securities and Exchange Commission or any successor agency.

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Stockholder" has the meaning set forth in Section 4(b)(i).

"Significant Holder" has the meaning set forth in Section 2(c).

"Subsidiary" means, when used with respect to any Person, any corporation or other entity, whether incorporated or unincorporated, (a) of which such Person or any other Subsidiary of such Person is a general partner (excluding partnerships, the general partnership interests of which held by such Person or any Subsidiary of such Person do not have a majority of the voting interests in such partnership) or (b) at least a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other entity is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries.

"Tag-along Notice" has the meaning set forth in Section 4(b)(iii).

"Tag-along Period" has the meaning set forth in Section 4(b)(iii).

"Tag-along Sale" has the meaning set forth in Section 4(b)(i).

"Tag-along Seller" has the meaning set forth in Section 4(b)(iii).

"Tag-along Stockholder" has the meaning set forth in Section 4(b)(i).

"Warrants" means the warrants representing the right to acquire up to 5% of the shares of Common Stock issued pursuant to the Plan.

Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; (b) references to Sections, paragraphs and clauses refer to Sections, paragraphs and clauses of this Agreement; (c) the terms "include," "includes," "including" or words of like import shall be deemed to be followed by the words "without limitation"; (d) the terms "hereof," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement; (e) unless the context otherwise requires, the term "or" is not exclusive and shall have the inclusive meaning of "and/or"; (f) defined terms herein will apply equally to both the singular and plural forms and derivative forms of defined terms will have correlative meanings; (g) references to any law or statute shall be deemed to refer to such law or statute as amended or supplemented from time to time and shall include all rules and regulations and forms promulgated thereunder, and references to any law, rule, form or statute shall be construed as including any legal and statutory provisions, rules or forms consolidating, amending, succeeding or replacing the applicable law, rule, form or statute; (h) references to any Person include such Person's successors and permitted assigns; and (i) references to "days" are to calendar days unless otherwise indicated. Each of the Parties hereto acknowledges that each Party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor or against any Party hereto because one is deemed to be the author thereof.

2. **Information Rights.**

(a) Financial Statements. The Company will electronically furnish to each Holder, via the Company's primary website or a third-party data room, the following: (i) within 50 days following the conclusion of each of the Company's first three fiscal quarters of each fiscal year, quarterly unaudited consolidated financial statements of the Company and its Subsidiaries (or 75 days in the case of the first fiscal quarter of 2023 and 60 days in the case of the second and third fiscal quarters of 2023); and (ii) within 100 days after the end of each fiscal year thereafter, annual audited consolidated financial statements of the Company and its Subsidiaries (or, in the case of the 2023 fiscal year, 120 days). The Company may condition receipt of the foregoing financial statements on a certification from the recipient thereof that it is not directly engaged in any business that is competitive with the Company or its Affiliates; provided, however, for the avoidance of doubt, the foregoing condition shall not apply to Holders who solely have a passive investment in a business that is competitive with the Company or its Affiliates.

(b) Conference Calls. Reasonably promptly following the release of each of the quarterly unaudited financial statements and annual audited financial statements, the Company will make a telephonic presentation to the Holders discussing the Company's financial condition and results of operation. The Company may condition receipt of the foregoing financial statements on a certification from the recipient thereof that it is not directly engaged in any business that is competitive with the Company or its Affiliates; *provided, however,* for the

avoidance of doubt, the foregoing condition shall not apply to Holders who solely have a passive investment in a business that is competitive with the Company or its Affiliates.

(c) Additional Rights for Significant Holders. As soon as available (in any event, within 120 days after the end of each fiscal year of the Company (or 210 days, in the case of the 2023 fiscal year)) and upon the request of any Holder of 5.0% or more of the outstanding Common Stock (a "Significant Holder"), the Company will provide to such Holder a budget and business plan for the next fiscal year, approved by the Board, which shall include consolidated statements of income (including an EBITDA target), stockholders' equity and cash flows of the Company and its Subsidiaries for the next fiscal year. In addition, with reasonable promptness upon the reasonable request therefor, the Company shall provide to any Significant Holder such other information or documents regarding the operations, business affairs and the financial condition of the Company or any of its Subsidiaries as any such Significant Holder may reasonably request in writing from time to time in good faith. The Company may condition receipt of the foregoing information and documents on a certification from the recipient thereof that it is not directly engaged in any business that is competitive with the Company or its Affiliates;*provided, however,* for the avoidance of doubt, the foregoing condition shall not apply to Holders who solely have a passive investment in a business that is competitive with the Company or its Affiliates.

(d) Confidentiality.

(i) Each Holder acknowledges that any notices or information furnished pursuant to this Agreement (the "Confidential Information") is confidential and competitively sensitive. Each Holder shall not disclose any Confidential Information to any Person, except that Confidential Information may be disclosed:

(A) to the Holder's Representatives that, in the Holder's reasonable judgment, need to know such information in the normal course of the performance of their duties for such Holder (it being understood that (1) such Representatives (x) shall be informed by the Holder of the confidential nature of such information and (y) must agree to treat such information in accordance with this Section 2(d), and (2) such Holder shall be liable for any breach of this Section 2(d) by its Representatives);

(B) to the extent requested or required by applicable law, rule or regulation; *provided,* that the Holder shall give the Company prompt written notice of such request(s), to the extent practicable, and to the extent permitted by law, so that the Company may, at its sole expense, seek an appropriate protective order or similar relief and provided, further, that the Holder shall not be required to give notice pursuant to any routine regulatory examination that does not specifically target the Company;

(C) to any Person to whom the Holder is contemplating a transfer of its shares of Common Stock permitted in accordance with the terms hereof; *provided,* that such Person is not prohibited from receiving such information pursuant to this Section 2(d) and, prior to such disclosure, such potential transferee is advised by such Holder of

the confidential nature of such information and agrees in writing to maintain its confidentiality (with the Company to be a third-party beneficiary of such agreement);

(D) to any regulatory authority to which the Holder or any of its Affiliates is subject or with which it has regular dealings, in each case, in the ordinary course of business consistent with past practice, as long as such authority is advised of the confidential nature of such information;

(E) to any bona fide prospective purchaser of substantially all the equity or assets of the Holder or the Holder's Affiliates, or prospective merger partner of the Holder or the Holder's Affiliates;*provided,* that (x) prior to such disclosure the Persons to whom such information is disclosed are advised of the confidential nature of such information and agree to maintain its confidentiality and (y) such Holder shall be liable for any breach by any such Persons; or

(F) if the prior written consent of the Company shall have been obtained.

(ii) Nothing contained herein shall prevent the use (subject, to the extent possible, to a protective order) of Confidential Information in connection with the assertion or defense of any claim by or against the Company or the Holder. The restrictions on disclosure of Confidential Information contained in this Section 2(d) shall terminate upon the earlier of 18 months following the date on which the Holder ceases to own any shares of Common Stock or the information ceases to be Confidential Information pursuant to Section 2(d)(iii).

(iii) Confidential Information does not include and shall cease to include information that: (A) is or becomes available to the public (including as a result of any information filed or submitted by the Company with the Commission) other than as a result of a disclosure by the Holder or its Representatives in violation of any confidentiality provision of this Agreement, (B) is or was available to the Holder or its Representatives on a non-confidential basis prior to its disclosure to the Holder or its Representatives by the Company, or (C) was or becomes available to the Holder or its Representatives on a non-confidential basis from a source other than the Company, which source is or was (at the time of receipt of the relevant information) not, to the Holder's or its Representatives' knowledge, bound by a confidentiality agreement with the Company or another Person.

(e) Restricted Shares. So long as (i) shares of Common Stock issued pursuant to the Plan bearing a "restricted" CUSIP (the "Restricted Shares") are outstanding, (ii) the Company is not subject to Section 13 or 15(d) of the Exchange Act nor exempt therefrom pursuant to Rule 12g3-2(b), and (iii) the Restricted Shares are not freely transferrable under the Securities Act, the Company shall furnish to holders of Restricted Shares and any prospective purchaser designated by such holder, upon their request, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

3. **IPO Rights.**

(a) Offering Committee.

(i) The Holders hereby establish an offering committee (the "Offering Committee") consisting of one representative (a "Designated Committee Member") of each of Citadel Advisors LLC and its Affiliates and Rubric Capital Management LP and its Affiliates (each, a "Designating Stockholder" and collectively, the "Designating Stockholders"). So long as the Designating Stockholders beneficially own in the aggregate at least 20.0% of the outstanding Common Stock, the Offering Committee shall have the authority to exercise the rights set forth in this Section 3 on behalf of the Holders.

(ii) Each Designating Stockholder shall have the right to designate one Designated Committee Member to the Offering Committee so long as such Designating Stockholder beneficially owns at least 5.0% of the outstanding Common Stock. So long as a Designating Stockholder has the right to designate a Designated Committee Member to the Offering Committee, such Designating Stockholder may remove and/or replace such individual serving as its Designated Committee Member. Upon any Designating Stockholder's beneficial ownership of Common Stock falling below 5.0% of the outstanding Common Stock, such stockholder's Designated Committee Member shall be removed from the Offering Committee, and such stockholder shall no longer be a Designating Stockholder for purposes of this Section 3.

(iii) Any proposed action of the Offering Committee hereunder may only be taken with the approval of a majority of the total number of Designated Committee Members then serving on the Offering Committee; provided, however, in the event that any such proposed action receives the approval of a number of Designated Committee Members equal to the number of Designated Committee Members that do not approve (or abstain from voting on) such proposed action, such action shall be deemed to be approved by the Offering Committee if Designated Committee Members representing Designating Stockholders that beneficially own a majority of the Common Stock then beneficially owned by all of the Designating Stockholders approve such proposed action.

(iv) Upon the written request of the Offering Committee, the Company shall pursue, and shall use its reasonable best efforts to consummate an IPO. In connection with such IPO, the following shall require the consent of the Offering Committee:

(A) the selection of a lead underwriter or underwriters for the IPO and the members of the underwriting syndicate;

(B) the structure of the IPO, including without limitation, the primary and secondary components of the offering (or alternatively, any direct listing);

(C) the terms and conditions of all material transaction documentation to be executed in connection with the IPO, including without limitation, the underwriting agreement;

(D) the selection of the stock exchange on which the securities offered in the IPO will be traded;

(E) matters related to valuation of the Company (or IPO entity);

(F) any "go / no-go" decision with respect to the launch of the IPO; and

(G) the price at which the securities in the IPO are to be sold.

(b) Inclusion of Shares in Secondary Component. In the event that an IPO initiated by the Offering Committee pursuant to Section 3(a) provides for the offer and sale of shares of Common Stock of any Holder in a secondary component of the IPO, each Holder party to this Agreement that together with its Affiliates in the aggregate beneficially owns at least three percent (3%) of the outstanding Common Stock as of the date of this Agreement shall be entitled to participate in such secondary component on a pro rata basis.

(c) Company Obligations. In connection with its obligations under this Section 3, and subject to Section 3(a), the Company shall, without limitation:

(i) promptly prepare and file with the SEC the registration statement to be used in connection with the IPO (and any prospectus to be contained therein) and any such amendments and supplements thereto;

(ii) furnish to the Offering Committee as far in advance as reasonably practicable before its filing, copies of the registration statement to be filed in connection with the IPO and any prospectus contained therein (and any amendments or supplements thereto or exhibits contained therein); and

(iii) enter into customary agreements and take such other actions as is reasonably requested by the Offering Committee or the IPO underwriters in order to expedite or facilitate the IPO.

(d) Expenses. All Registration Expenses incurred in connection with the IPO will be borne by the Company. However, underwriters', brokers' and dealers' discounts and commissions applicable to IPO Securities sold for the account of any Holder will be borne by such Holder. "Registration Expenses" means any and all expenses incurred in connection with the performance of or compliance with this Section 3, including: (a) all SEC, stock exchange, or FINRA registration and filing fees (including, if applicable, the fees and expenses of any "qualified independent underwriter," as such term is defined in Rule 5121 of FINRA, and of its counsel); (b) all fees and expenses of complying with securities or blue sky laws (including fees and disbursements of counsel for the underwriters in connection with blue sky qualifications of the IPO Securities); (c) all printing, messenger and delivery expenses; (d) all fees and expenses incurred in connection with the listing of the IPO Securities on any securities exchange or FINRA and all rating agency fees; (e) the reasonable fees and disbursements of counsel for the Company and of its independent public accountants, including the expenses of any special audits

and/or comfort letters required by or incident to such performance and compliance (including, without limitation, any such audits and comfort letters relating to financial statements pursuant to Rule 3-05 of Regulation S-X and Article 11 thereunder); (f) any fees and disbursements of underwriters customarily paid by the issuers or sellers of IPO Securities, including liability insurance if the Company so desires or if the underwriters so require, and the reasonable fees and expenses of any special experts retained in connection with the registration of the IPO Securities, but excluding underwriting discounts and commissions and transfer taxes, if any; (g) the reasonable fees and out-of-pocket expenses of not more than one law firm (as selected by the Offering Committee) incurred by all the Holders in connection with the IPO; (h) the costs and expenses of the Company relating to analyst and investor presentations or any "road show" undertaken in connection with the IPO; and (i) any other fees and disbursements customarily paid by the issuers of IPO securities.

(e) Indemnification.

(i) Indemnification by the Company. In the event of any registration under the Securities Act by any registration statement pursuant to rights granted in this Agreement of IPO Securities held by Holders, the Company will indemnify and hold harmless such Holders, their officers, directors and Affiliates, and each underwriter of such IPO securities and each other Person, if any, who Controls any such Holder or such underwriter within the meaning of the Securities Act, against any losses, claims, damages, or liabilities (including legal fees and costs of court), joint or several, to which such Holder or such underwriter or controlling Person may become subject under the Securities Act or otherwise, including any amount paid in settlement of any litigation commenced or threatened, and shall promptly reimburse such Persons, as and when incurred, for any legal or other expenses reasonably incurred by them in connection with investigating any claims and defending any actions, insofar as such losses, claims, damages, or liabilities (or any actions in respect thereof) arise out of or are based upon any violation or alleged violation by the Company of the Securities Act, any blue sky laws, securities laws or other applicable laws of any state or country in which such IPO Securities are offered and relating to action taken or action or inaction required of the Company in connection with such offering, or arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (i) contained, on its effective date, in any registration statement under which such IPO Securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) contained in any preliminary prospectus, if used prior to the effective date of such registration statement, or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus), or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus not misleading; and will reimburse each such Holder and each such underwriter and each such controlling Person for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, or liability; *provided, however,* that the Company shall not be liable to any such Holder or underwriters or controlling Persons in any such case to the extent that any such loss, claim, damage, or liability arises out of or is based

upon an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement or such amendment or supplement, in reliance upon and in conformity with information furnished to the Company through a written instrument duly executed by such Holder or such underwriter specifically for use in the preparation thereof.

(ii) Indemnification by Holders. Each Holder, severally and not jointly, and only if such Holder included its IPO Securities in the IPO registration statement, will indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 3(e)(i) hereof) the Company, each director of the Company, each officer of the Company who shall sign the registration statement, and any Person who Controls the Company within the meaning of the Securities Act, (i) with respect to any statement or omission from such registration statement, or any amendment or supplement to it, if such statement or omission was made in reliance upon and in conformity with information furnished to the Company through a written instrument duly executed by such Holder specifically regarding such Holder for use in the preparation of such registration statement or amendment or supplement, and (ii) with respect to compliance by such Holder with applicable laws in effecting the sale or other disposition of its IPO Securities covered by such registration statement.

4. **Drag-along Rights and Tag-along Rights.**

(a) Drag-along Rights.

(i) If at any time a Holder or group of Holders who individually or collectively hold 50% or more of the outstanding Common Stock (such Holder or group of Holders, a "Dragging Stockholder"), receives a bona fide offer from a third-party purchaser to consummate, in one transaction, or a series of related transactions, the sale of the Company or all or substantially all of its assets (a "Drag-along Sale"), the Dragging Stockholder shall have the right to require that each other Holder (each, a "Drag-along Stockholder") participate in such transfer in the manner set forth in this Section 4(a); provided, notwithstanding anything to the contrary in this Agreement, each Drag-along Stockholder shall vote in favor of the transaction, agrees to not exercise any dissenters, appraisal or other similar rights in connection with such transaction.

(ii) The Dragging Stockholder shall exercise its rights pursuant to this Section 4(a) by delivering a written notice (the "Drag-along Notice") to the Company no later than 20 days prior to the closing date of such Drag-along Sale. The Company will promptly deliver a copy of the Drag-along Notice to each Drag-along Stockholder. The Drag-along Notice shall make reference to the Dragging Stockholder's rights and obligations hereunder and shall describe in reasonable detail: (a) the number of shares of Common Stock to be sold by the Dragging Stockholder, if the Drag-along Sale is structured as a transfer of Common Stock; (b) the identity of the third-party purchaser; (c) the proposed date, time and location of the closing of the Drag- along Sale; (d) the per share purchase price and the other material terms and conditions of the transfer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and (e) a copy of any form of agreement proposed to be executed in connection therewith to the extent available.

(iii) The consideration to be received by a Drag-along Stockholder shall be the same form and amount of consideration per share of Common Stock to be received by the Dragging Stockholder (or, if the Dragging Stockholder is given an option as to the form and amount of consideration to be received, the same option shall be given) and the terms and conditions of such transfer shall, except as otherwise provided in the immediately succeeding sentence, be the same as those upon which the Dragging Stockholder transfers its Common Stock. Any (a) representations and warranties to be made or provided by a Drag-along Stockholder in connection with such Drag-along Sale shall be limited to representations and warranties related to such Drag-along Stockholder's authority, ownership and the ability to convey title to its Common Stock, and with respect thereto, shall be the same representations and warranties that the Dragging Stockholder make or provide with respect to their Common Stock, (b) Drag-along Stockholder will not be required to agree to any non-competition or similar restrictions in connection with such Drag-along Sale, and (c) covenants, indemnities and agreements made by the Drag-along Stockholders shall be the same covenants, indemnities and agreements as the Dragging Stockholder makes or provides in connection with the Drag-along Sale, except that with respect to covenants, indemnities and agreements pertaining specifically to the Dragging Stockholder, the Drag-along Stockholder shall make the comparable covenants, indemnities and agreements pertaining specifically to itself; *provided,* that any indemnification obligation relating to the Company shall be pro rata based on the consideration received by the Dragging Stockholder and each Drag-along Stockholder, in each case in an amount not to exceed the aggregate proceeds received by the Dragging Stockholder and each such Drag-along Stockholder in connection with the Drag-along Sale.

(iv) The fees and expenses of the Dragging Stockholder incurred in connection with a Drag-along Sale and for the benefit of all Holders as determined in good faith by the Board, to the extent not paid or reimbursed by the Company or the third-party purchaser, shall be shared by all the Holders on a pro rata basis, based on the aggregate consideration received by each Holder; *provided,* that no Holder shall be obligated to make or reimburse any out-of-pocket expenditure prior to the consummation of the Drag-along Sale.

(v) Each Holder shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including entering into agreements and delivering certificates and instruments, in each case consistent with the agreements being entered into and the certificates being delivered by the Dragging Stockholder.

(vi) The Dragging Stockholder shall have 120 days following the date of the Drag-along Notice in which to consummate the Drag-along Sale, on the terms set forth in the Drag- along Notice (which such 120-day period may be extended for a reasonable time not to exceed 240 days to the extent reasonably necessary to obtain any governmental or regulatory approvals). If at the end of such period, the Dragging Stockholder has not completed the Drag-along Sale, the Dragging Stockholder may not then effect a transaction subject to this Section 4(a) without again fully complying with the provisions of this Section 4(a).

(b) Tag-along Rights.

(i) If at any time a Holder or group of Holders proposes to transfer more than 40% of the outstanding Common Stock (such Holder or group of Holders, the "Selling Stockholder"), in one or a series of related transactions, to a third party purchaser (the "Proposed Transferee") and the Selling Stockholder cannot or has not elected to exercise its drag-along rights set forth in Section 4(a), each other Holder (each, a "Tag-along Stockholder") shall be permitted to participate in such transfer (a "Tag-along Sale") on the terms and conditions set forth in this Section 4(b).

(ii) Prior to the consummation of any such transfer of Common Stock described in Section 4(b)(i), the Selling Stockholder shall deliver to the Company and each other Holder a written notice (a "Sale Notice") of the proposed Tag-along Sale subject to this Section 4(b) no later than 10 days prior to the closing date of the Tag-along Sale. The Sale Notice shall make reference to the Tag-along Stockholders' rights hereunder and shall describe in reasonable detail: (a) the aggregate number of shares of Common Stock the Proposed transferee has offered to purchase; (b) the identity of the Proposed Transferee; (c) the proposed date, time and location of the closing of the Tag-along Sale; (e) the per share purchase price and the other material terms and conditions of the transfer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and (f) a copy of any form of agreement proposed to be executed in connection therewith.

(iii) Each Tag-along Stockholder may exercise its right to participate in a transfer of Common Stock by the Selling Stockholder subject to this Section 4(b) by delivering to the Selling Stockholder a written notice (a "Tag-along Notice") stating its election to do so and specifying the number of shares of Common Stock to be transferred by it no later than five days after receipt of the Sale Notice (the "Tag-along Period"). The offer of each Tag-along Stockholder set forth in a Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-along Stockholder shall be bound and obligated to transfer in the proposed transfer on the terms and conditions set forth in this Section 4(b). Each Tag-along Stockholder that timely delivers a Tag-along Notice (a "Tag-along Seller") shall have the right to transfer in a transfer subject to this Section 4(b) up to the number of shares of Common Stock equal to the product of (x) the aggregate number of shares of Common Stock owned by the Tag-along Seller and (y) a fraction (A) the numerator of which is equal to the number of shares of Common Stock proposed to be sold by the Selling Stockholder in the Tag-along Sale, and (B) the denominator of which is equal to the number of shares of Common Stock owned by the Selling Stockholder.

(iv) Each Tag-along Stockholder who does not deliver a Tag-along Notice in compliance with Section 4(b)(iii) above shall be deemed to have waived all of such Tag-along Stockholder's rights to participate in such transfer, and the Selling Stockholder shall (subject to the rights of any Tag-along Seller) thereafter be free to transfer to the Proposed Transferee its shares of Common Stock at a per share price that is no greater than the per share price set forth in the Sale Notice and on other same terms and conditions which are not materially more favorable to the Selling Stockholder than those set forth in the Sale Notice without any further obligation to the non-accepting Tag-along Stockholders.

(v) Each Tag-along Seller shall receive the same consideration per share as the Selling Stockholder after deduction of such Tag-along Seller's proportionate share of the related expenses in accordance with Section 4(b)(vii) below.

(vi) Each Tag-along Seller shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Stockholder makes or provides in connection with the Tag-along Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to the Selling Stockholder, the Tag- along Seller shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to itself); *provided,* that all representations, warranties, covenants and indemnities shall be made by the Selling Stockholder and each Tag-along Seller severally and not jointly and any indemnification obligation in respect of breaches of representations and warranties shall be pro rata based on the consideration received by the Selling Stockholder and each Tag-along Seller, in each case in an amount not to exceed the aggregate proceeds received by the Selling Stockholder and each such Tag-along Seller in connection with any Tag-along Sale.

(vii) The fees and expenses of the Selling Stockholder incurred in connection with a Tag-along Sale and for the benefit of all Holders as determined in good faith by the Board (it being understood that costs incurred by or on behalf of the Selling Stockholder for its sole benefit will not be considered to be for the benefit of all Holders), to the extent not paid or reimbursed by the Company or the Proposed Transferee, shall be shared by all the Holders participating in the Tag-along Sale on a pro rata basis, based on the aggregate consideration received by each such Holder; *provided,* that no Holder shall be obligated to make or reimburse any out-of-pocket expenditure prior to the consummation of the Tag-along Sale.

(viii) Each Tag-along Seller shall take all actions as may be reasonably necessary to consummate the Tag-along Sale, including entering into agreements and delivering certificates and instruments, in each case consistent with the agreements being entered into and the certificates being delivered by the Selling Stockholder.

(ix) The Selling Stockholder shall have 120 days following the expiration of the Tag-along Period in which to transfer the shares of Common Stock described in the Sale Notice and the shares to be sold by the Tag-along Sellers, on the terms set forth in the Sale Notice (which such 120-day period may be extended for a reasonable time to the extent reasonably necessary to obtain any governmental or regulatory approvals). If at the end of such 120-day period, the Selling Stockholder has not completed such transfer, the Selling Stockholder may not then effect a transfer of Common Stock subject to this Section 4(b) without again fully complying with the provisions of this Section 4(b).

(x) If the Selling Stockholder transfers to the Proposed Transferee any of its shares of Common Stock in breach of this Section 4(b), then each Tag-along Stockholder shall have the right to transfer to the Selling Stockholder, and the Selling Stockholder undertakes to purchase from each Tag-along Stockholder, the number of shares of Common Stock that such Tag- along Stockholder would have had the right to transfer to the Proposed Transferee pursuant to this Section 4(b), for a per share amount and form of consideration and upon the terms and

conditions on which the Proposed Transferee bought such Common Stock from the Selling Stockholder, but without indemnity being granted by any Tag-along Stockholder to the Selling Stockholder; provided, that, nothing contained in this Section 4(b) shall preclude any Holder from seeking alternative remedies against such Selling Stockholder as a result of its breach of this Section 4(b).

5. **Miscellaneous.**

(a) Termination. This Agreement shall terminate automatically upon the effectiveness of a registration statement filed with the Commission in connection with an underwritten public offering of Common Stock by the Company. This Agreement may also be terminated upon the written consent of the Company and the Holders that beneficially own at least two-thirds of all of the outstanding shares of Common Stock; *provided that,* this Agreement may not be terminated with respect to any Holder without such Holder's consent if such termination would adversely affect such Holder. This Agreement will terminate as to any Holder at such time as such Holder no longer owns any shares of Common Stock.

(b) Remedies. In the event of a breach by the Company or a Holder of any of its obligations under this Agreement, the Company or the Holder, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate and shall waive any requirement for the posting of a bond. No failure or delay by any Person in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) Amendment; Modification; Waivers. This Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the Company and Holders of a majority of the outstanding shares of the Common Stock, provided that no amendment may adversely affect a Holder relative to other Holders without such Holder's consent; provided, further, that amendments to Section 3(a)(ii) and 3(a)(iii) shall only require the consent of the Designating Stockholders at such time. Any amendment or waiver must specifically reference this Agreement, specify the provision(s) hereof that it is intended to amend or waive and further specify that it is intended to amend or waive such provision(s).

(d) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (i) upon delivery, if served by personal delivery upon the Person for whom it is intended, (ii) on the fifth Business Day after the date mailed if delivered by registered or certified mail, return receipt requested, postage prepaid, (iii) on the following Business Day if delivered by a nationally-recognized, overnight, air courier or (iv) when delivered or, if sent after the Close of Business, on the following Business Day if sent by email with electronic

confirmation, in each case, so long as such notice is addressed to the intended recipient thereof at the address and as provided on such recipient's signature page hereto, or pursuant to such other instructions as may be designated in writing by the party to receive such notice. At the request of the Company, each Holder will confirm in writing to the Company, (A) the number of shares of Common Stock beneficially owned by such Holder (including evidence of such holding), (B) the contact information for such Holder and (C) such other information as the Company may reasonably request in order to confirm the authorization of individuals acting on behalf of such Holder.

(e) Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to principles of conflicts of laws. Each of the Company and each Holder agrees that it shall bring any litigation with respect to any claim arising out of or related to this Agreement, exclusively in the Delaware Court of Chancery (and if jurisdiction in the Delaware Court of Chancery shall be unavailable, the Federal courts of the United States of America sitting in the State of Delaware) (together with the appellate courts thereof, the "Chosen Courts"), and solely in connection with claims arising under this Agreement (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or as not having jurisdiction over either the Company or the Holder, (iv) agrees, to the fullest extent permitted by law, that service of process in any such action or proceeding shall be effective if notice is given in accordance with Section 5(d), although nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law and (v) agrees not to seek a transfer of venue on the basis that another forum is more convenient. Notwithstanding anything herein to the contrary, (A) nothing in this Section 5(e) shall prohibit any party from seeking or obtaining orders for conservatory or interim relief from any court of competent jurisdiction and (B) each of the Company and each Holder agrees that any judgment issued by a Chosen Court may be recognized, recorded, registered or enforced in any jurisdiction in the world and waives any and all objections or defenses to the recognition, recording, registration or enforcement of such judgment in any such jurisdiction.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, legal representatives, permitted assigns and Approved Transferees. The Company shall cause any successor or assign (whether by merger, consolidation, statutory conversion, sale of assets or otherwise) to assume the obligations of the Company under this Agreement or enter into a new agreement with the Holders on terms substantially the same as this Agreement as a condition of any such transaction.

(g) Waiver of Trial by Jury. EACH OF THE COMPANY AND EACH HOLDER ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PERSON HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PERSON MAY HAVE TO A

TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH OF THE COMPANY AND EACH HOLDER CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PERSON UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PERSON MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PERSON HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND EACH ANCILLARY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(h) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (i) a suitable and equitable provision shall be substituted therefor to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction; provided, that, if any one or more of the provisions contained in this Agreement shall be determined to be excessively broad as to activity, subject, duration or geographic scope, it shall be reformed by limiting and reducing it to the minimum extent necessary, so as to be enforceable under applicable law.

(i) Business Days. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a day other than a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

(j) Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior contracts or agreements with respect to the subject matter hereof and supersedes any and all prior or contemporaneous discussions, agreements and understandings, whether oral or written, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

(k) No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Holders may be partnerships or limited liability companies, each Holder covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any of the Company's or the Holder's former, current or future direct or indirect equity holders, controlling Persons, stockholders, directors, officers, employees,

agents, Affiliates, members, financing sources, managers, general or limited partners or assignees (each, a "Related Party" and collectively, the "Related Parties"), in each case other than the Company, the Holders or any of their permitted assigns under this Agreement, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any of the Related Parties, as such, for any obligation or liability of the Company or the Holders under this Agreement or any documents or instruments delivered in connection herewith for any claim based on, in respect of or by reason of such obligations or liabilities or their creation; provided, however, nothing in this Section 5(k) shall relieve or otherwise limit the liability of the Company or any Holder, as such, for any breach or violation of its obligations under this Agreement or such agreements, documents or instruments.

(l) Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Company and the Holders and their respective successors and permitted assigns any rights, benefits or remedies of any nature whatsoever.

(m) Recapitalizations, Exchanges, etc. The provisions of this Agreement shall apply to the full extent set forth herein with respect to (i) the Common Stock, (ii) any and all securities into which shares of Common Stock are converted, exchanged or substituted in any recapitalization or other capital reorganization by the Company and (iii) any and all equity securities of the Company or any successor or assign of the Company (whether by merger, consolidation, statutory conversion, sale of assets or otherwise) which may be issued in respect of, in conversion of, in exchange for or in substitution of, the Common Stock and shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations, recapitalizations and the like occurring after the date hereof.

(n) Headings; Section References. All heading references contained in this Agreement are for convenience purposes only and shall not be deemed to limit or affect any of the provisions of this Agreement.

(o) Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format will be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COMPANY

TALEN ENERGY CORPORATION

By: /s/ Andrew M. Wright
Name: Andrew M. Wright
Title: General Counsel and Secretary

Address: 1780 Hughes Landing Blvd., Suite 800,
The Woodlands Texas 77380
Attention: Andrew M. Wright

E-mail address:

HOLDER

ACR STRATEGIC CREDIT LP

By: /s/ Mark Unferth
Name: Mark Unferth
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

ACR Strategic Credit LP
c/o ACR Alpine Capital Research, LLC
190 Carondelet Plaza, Suite 1300
St. Louis, MO 63105

E-mail:

HOLDER

AFRIMPONIK

/s/ Afrim Ponik
Afrim Ponik

Notice information pursuant to Section 5(d):

Address:

1739 N Cleveland Ave
Chicago, IL 60614

E-mail:

HOLDER

BARCLAYS CAPITAL INC

By: /s/ John Parsons
Name: John Parsons
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Barclays Capital Inc.
745 - 7th Avenue
New York, NY 10019

E-mail:

BARCLAYS BANK PLC

By: /s/ John Parsons
Name: John Parsons
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Barclays Capital Inc.
745 - 7th Avenue
New York, NY 10019

E-mail:

HOLDER

BOOTHBAY ABSOLUTE RETURN STRATEGIES, LP

By: Boothbay Fund Management, LLC, its investment manager

By: /s/ Daniel Bloom
Name: Daniel Bloom
Title: CFO & CCO

Notice information pursuant to Section 5(d):

Address:

Boothbay Absolute Return Strategies, LP
c/o Boothbay Fund Management, LLC
140 East 45th Street, 14th Floor
New York, NY 10017

E-mail:

BOOTHBAY DIVERSIFIED ALPHA MASTER FUND LP

By: Boothbay Fund Management, LLC, its investment manager

By: /s/ Daniel Bloom
Name: Daniel Bloom
Title: CFO & CCO

Notice information pursuant to Section 5(d):

Address:

Boothbay Diversified Alpha Master Fund LP
c/o Boothbay Fund Management, LLC
140 East 45th Street, 14th Floor
New York, NY 10017

E-mail:

HOLDER

AMERICAN FUNDS INSURANCE SERIES - AMERICAN HIGH-INCOME TRUST

Capital Research and Management Company, for and on behalf of the above Holder

By: /s/ Kristine Nishiyama
Name: Kristine Nishiyama
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

American Funds Insurance Series - American High-Income Trust
c/o Capital Research and Management Company
333 S. Hope Street, 55th Floor
Los Angeles, CA 90071

E-mail:

AMERICAN FUNDS INSURANCE SERIES - CAPITAL WORLD BOND FUND

Capital Research and Management Company, for and on behalf of the above Holder

By: /s/ Kristine Nishiyama
Name: Kristine Nishiyama
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

American Funds Insurance Series - Capital World Bond Fund

c/o Capital Research and Management Company
333 S. Hope Street, 55th Floor
Los Angeles, CA 90071

E-mail:

AMERICAN FUNDS MULTI-SECTOR INCOME FUND

Capital Research and Management Company, for and on behalf of the above Holder

By: /s/ Kristine Nishiyama
Name: Kristine Nishiyama
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

American Funds Multi-Sector Income Fund
c/o Capital Research and Management Company
333 S. Hope Street, 55th Floor
Los Angeles, CA 90071

E-mail:

AMERICAN HIGH-INCOME TRUST

Capital Research and Management Company, for and on behalf of the above Holder

By: /s/ Kristine Nishiyama
Name: Kristine Nishiyama
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

American High-Income Trust
c/o Capital Research and Management Company
333 S. Hope Street, 55th Floor
Los Angeles, CA 90071

E-mail:

CAPITAL WORLD BOND FUND

Capital Research and Management Company, for and on behalf of the above Holder

By: /s/ Kristine Nishiyama
Name: Kristine Nishiyama
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Capital Word Bond Fund
c/o Capital Research and Management Company
333 S. Hope Street, 55th Floor
Los Angeles, CA 90071

E-mail:

THE INCOME FUND OF AMERICA

Capital Research and Management Company, for and on behalf of the above Holder

By: /s/ Kristine Nishiyama
Name: Kristine Nishiyama
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

The Income Fund of America
c/o Capital Research and Management Company
333 S. Hope Street, 55th Floor
Los Angeles, CA 90071

E-mail:

HOLDER

CARRONADE CAPITAL MASTER, LP

By: Carronade Capital GP LLC, its general partner

By: /s/ Dan Gropper
Name: Dan Gropper
Title: Managing Member

Notice information pursuant to Section 5(d):

Address:

Carronade Capital Master, LP
c/o Carronade Capital Management, LP
17 Old Kings Highway South, Suite 140
Darien, CT 06820

E-mail:

HOLDER

CASTLEKNIGHT SPV I, LLC

By: /s/ Christopher H. Sullivan
Name: Christopher H. Sullivan
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

CastleKnight SPV I, LLC
c/o CastleKnight Management LP
810 Seventh Avenue, Suite 803
New York, NY 10019

E-mail:

HOLDER

CITADEL CREDIT MASTER FUND LLC
By its Manager, Citadel Advisors LLC

By: /s/ Christopher L. Ramsay
Name: Christopher L. Ramsay
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Citadel Credit Master Fund LLC
c/o Citadel Enterprise Americas LLC
Southeast Financial Center
200 S. Biscayne Blvd., Suite 3300
Miami, FL 33131

E-mail:

HOLDER

CITIGROUP GLOBAL MARKETS INC AS NOMINEE FOR CITIGROUP FINANCIAL PRODUCTS INC

By: /s/ David Quinn
Name: David Quinn
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Citigroup Financial Products Inc.
388 Greenwich Street
New York, NY 10013

E-mail:

HOLDER

CLEARLINE CAPITAL PARTNERS LP

By: /s/ Marc Majzner
Name: Marc Majzner
Title: Managing Member

Notice information pursuant to Section 5(d):

Address:

Clearline Capital Partners LP
c/o Clearline Capital LP
950 Third Avenue, 23rd Floor
New York, NY 10022

E-mail:

CLEARLINE CAPITAL PARTNERS MASTER FUND LP

By: /s/ Marc Majzner
Name: Marc Majzner
Title: Managing Member

Notice information pursuant to Section 5(d):

Address:

Clearline Capital Partners Master Fund LP
c/o Clearline Capital LP
950 Third Avenue, 23rd Floor
New York, NY 10022

E-mail:

HOLDER

CORBIN ERISA OPPORTUNITY FUND, LTD.
By: Corbin Capital Partners, L.P., its investment manager

By: /s/ Daniel Friedman
Name: Daniel Friedman
Title: General Counsel

Notice information pursuant to Section 5(d):

Address:

Corbin ERISA Opportunity Fund, Ltd.
c/o Corbin Capital Partners, L.P.
590 Madison Avenue, 31st Floor
New York, NY 10022

E-mail:

CORBIN OPPORTUNITY FUND, L.P.
By: Corbin Capital Partners, L.P., its investment manager

By: /s/ Daniel Friedman
Name: Daniel Friedman
Title: General Counsel

Notice information pursuant to Section 5(d):

Address:

Corbin ERISA Opportunity Fund, Ltd.
c/o Corbin Capital Partners, L.P.
590 Madison Avenue, 31st Floor
New York, NY 10022

E-mail:

HOLDER

CQS (UK) LLP AS AGENT FOR BIWA FUND LIMITED

By: /s/ Atholl Wilton
Name: Atholl Wilton
Title: Authorised Signatory

Notice information pursuant to Section 5(d):

Address:

Biwa Fund Limited
c/o CQS (UK) LLP
4th Floor, One Strand
London WC2N 5HR, UK

E-mail:

CQS (UK) LLP AS AGENT CQS ACS FUND, a sub-fund of CQS Global Funds ICAV

By: /s/ Atholl Wilton
Name: Atholl Wilton
Title: Authorised Signatory

Notice information pursuant to Section 5(d):

Address:

CQS ACS Fund
c/o CQS (UK) LLP
4th Floor, One Strand
London WC2N 5HR, UK

E-mail:

CQS (UK) LLP AS AGENT CQS DIRECTIONAL OPPORTUNITIES MASTER FUND LIMITED

By: /s/ Atholl Wilton
Name: Atholl Wilton
Title: Authorised Signatory

Notice information pursuant to Section 5(d):

Address:

CQS Directional Opportunities Master Fund Limited
c/o CQS (UK) LLP
4th Floor, One Strand
London WC2N 5HR, UK

E-mail:

HOLDER

CROSS OCEAN GLOBAL SIF (A) L.P.

By: /s/ Matthew Rymer
Name: Matthew Rymer
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Cross Ocean Global SIF (A) L.P.
c/o Cross Ocean Partners Management LP
60 Arch Street, 3rd Floor
Greenwich, CT 06830

E-mail:

CROSS OCEAN GLOBAL SIF (H) S.A.R.L.

By: /s/ Claude Crauser
Name: Claude Crauser
Title: Authorized Signatory

By: /s/ Naim Gjonaj
Name: Naim Gjonaj
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Cross Ocean Global SIF (H) S.a.r.l.
c/o Cross Ocean Partners Management LP
60 Arch Street, 3rd Floor
Greenwich, CT 06830

E-mail:

CROSS OCEAN GSS MASTER FUND LP

By: /s/ Matthew Rymer
Name: Matthew Rymer
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Cross Ocean GSS Master Fund LP
c/o Cross Ocean Partners Management LP
60 Arch Street, 3rd Floor
Greenwich, CT 06830

E-mail:

CROSS OCEAN SIF ESS (K) S.A.R.L

By: /s/ Claude Crauser
Name: Claude Crauser
Title: Authorized Signatory

By: /s/ Naim Gjonaj
Name: Naim Gjonaj
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Cross Ocean SIF ESS (K) S.a.r.l.
c/o Cross Ocean Partners Management LP
60 Arch Street, 3rd Floor
Greenwich, CT 06830

E-mail:

HOLDER

CSS, LLC

By: /s/ John R. Gordon
Name: John R. Gordon
Title: Partner & Chief Financial Officer

Notice information pursuant to Section 5(d):

Address:

CSS, LLC
175 W. Jackson Blvd., Suite 440
Chicago, IL 60604

E-mail:

HOLDER

CF TLNE 2023 LP

By: CF TLNE 2023 GP LLC, its general partner

By: /s/ Leigh M. Grimner
Name: Leigh M. Grimner
Title: Deputy Chief Financial Officer

Notice information pursuant to Section 5(d):

Address:

CF TLNE 2023 LP
c/o FIG LLC
1345 Avenue of the America, 46th Floor
New York, NY 10105

E-mail:

CF TLNE LP

By: CF TLNE GP LLC, its general partner

By: /s/ Leigh M. Grimner
Name: Leigh M. Grimner
Title: Deputy Chief Financial Officer

Notice information pursuant to Section 5(d):

Address:

CF TLNE LP

c/o FIG LLC
1345 Avenue of the America, 46th Floor
New York, NY 10105

E-mail:

HOLDER

FOURSIXTHREE MASTER FUND, LP

By: /s/ William Kelly
Name: William Kelly
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

FourSixThree Master Fund, LP
c/o FourSixThree Capital LP
520 Madison Avenue, Floor 19
New York, NY 10022

E-mail:

HOLDER

CADENCE HILL OPPORTUNITY FUND, LP

By: /s/ Matthew P. Lamberti
Name: Matthew P Lamberti
Title: Managing Member

Notice information pursuant to Section 5(d):

Address:

Cadence Hill Opportunity Fund, LP
c/o FourWorld Capital Management LLC
7 World Trade Center, Floor 46
New York, NY 10007

E-mail: mlamberti@cadencehillcapital.com

FOURWORLD EVENT OPPORTUNITIES, LP

By: /s/ John Addis
Name: John Addis
Title: Managing Member

Notice information pursuant to Section 5(d):

Address:

FourWorld Event Opportunities, LP
c/o FourWorld Capital Management LLC
7 World Trade Center, Floor 46
New York, NY 10007

E-mail:

FOURWORLD GLOBAL OPPORTUNITIES FUND, LTD.

By: /s/ John Addis
Name: John Addis
Title: Managing Member

Notice information pursuant to Section 5(d):

Address:

FourWorld Global Opportunities Fund, Ltd.
c/o FourWorld Capital Management LLC
7 World Trade Center, Floor 46
New York, NY 10007

E-mail:

FOURWORLD SPECIAL OPPORTUNITIES FUND, LTD.

By: /s/ John Addis
Name: John Addis
Title: Managing Member

Notice information pursuant to Section 5(d):

Address:

FourWorld Special Opportunities Fund, Ltd.

c/o FourWorld Capital Management LLC
7 World Trade Center, Floor 46
New York, NY 10007

E-mail:

FW DEEP VALUE OPPORTUNITIES FUND I, LLC

By: /s/ John Addis
Name: John Addis
Title: Managing Member

Notice information pursuant to Section 5(d):

Address:

FW Deep Value Opportunities Fund I, LLC

c/o FourWorld Capital Management LLC
7 World Trade Center, Floor 46
New York, NY 10007

E-mail:

HOLDERS

FRANKLIN HIGH INCOME TRUST - FRANKLIN HIGH INCOME FUND

FRANKLIN LIMITED DURATION INCOME TRUST

FRANKLIN TEMPLETON ETF TRUST - FRANKLIN HIGH YIELD CORPORATE ETF

FRANKLIN TEMPLETON INVESTMENT FUNDS - FRANKLIN HIGH YIELD FUND

SHARED RISK PLAN FOR CUPE EMPLOYEES OF NEW BRUNSWICK HOSPITALS

FRANKLIN UNIVERSAL TRUST

BY: FRANKLIN ADVISERS, INC., AS INVESTMENT MANAGER

By: /s/ Glenn Voyles
Name: Glenn Voyles
Title: SVP

Notice information pursuant to Section 5(d):

Address:

Franklin Advisers, Inc.
One Franklin Parkway
San Mateo, CA 94403
E-mail:

HOLDER

HUDSON BAY MASTER FUND LTD

By: /s/ Sander Gerber
Name: Sander Gerber
Title: Director

Notice information pursuant to Section 5(d):

Address:

Hudson Bay Master Fund Ltd
c/o Hudson Bay Capital Management LP
28 Havemeyer Place, 2nd Floor
Greenwich, CT 06830

E-mail:

HOLDER

HB FUND LLC

By: /s/ Sander Gerber
Name: Sander Gerber
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

HB Fund LLC
c/o Hudson Bay Capital Management LP
28 Havemeyer Place, 2nd Floor
Greenwich, CT 06830

E-mail:

HOLDER

JEFFERIES LLC

By: /s/ William P. McLoughlin
Name: William P. McLoughlin
Title: Senior Vice President

Notice information pursuant to Section 5(d):

Address:

Jefferies LLC
520 Madison Avenue, 16th Floor
New York, NY 10022
Attn.: General Counsel

E-mail:

HOLDER

LIVELLO CAPITAL SPECIAL OPPORTUNITIES MASTER FUND LP

By: /s/ Joseph Salegna
Name: Joseph Salegna
Title: Chief Financial Officer

Notice information pursuant to Section 5(d):

Address:

Livello Capital Special Opportunities Master Fund LP
c/o Livello Capital Management LP
1 World Trade Center, 85th Floor
New York, NY 10007

E-mail:

ALPHAMINER MASTER FUND LIMITED

By: /s/ Joseph Salegna
Name: Joseph Salegna
Title: Chief Financial Officer

Notice information pursuant to Section 5(d):

Address:

Alphaminer Master Fund Limited
c/o Livello Capital Management LP
1 World Trade Center, 85th Floor
New York, NY 10007

E-mail:

HOLDER

LORD ABBETT BOND-DEBENTURE FUND, INC.

/s/ Lawrence Stoller

By: _____
Name: Lawrence Stoller
Title: Partner & General Counsel

Notice information pursuant to Section 5(d):

Address:

c/o Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, NJ 07302

E-mail:

LORD ABBETT GLOBAL FUNDS I PLC - LORD ABBETT GLOBAL HIGH YIELD FUND

By: /s/ Lawrence Stoller
Name: Lawrence Stoller
Title: Partner & General Counsel

Notice information pursuant to Section 5(d):

Address:

c/o Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, NJ 07302

E-mail:

LORD ABBETT GLOBAL FUNDS I PLC - LORD ABBETT HIGH YIELD FUND

By: /s/ Lawrence Stoller
Name: Lawrence Stoller
Title: Partner & General Counsel

Notice information pursuant to Section 5(d):

Address:

c/o Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, NJ 07302

E-mail:

LORD ABBETT INVESTMENT TRUST - LORD ABBETT HIGH YIELD FUND

By: /s/ Lawrence Stoller
Name: Lawrence Stoller
Title: Partner & General Counsel

Notice information pursuant to Section 5(d):

Address:

c/o Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, NJ 07302

E-mail:

LORD ABBETT SERIES FUND, INC. - BOND-DEBENTURE PORTFOLIO

By: /s/ Lawrence Stoller
Name: Lawrence Stoller
Title: Partner & General Counsel

Notice information pursuant to Section 5(d):

Address:

c/o Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, NJ 07302

E-mail:

LORD ABBETT SPECIAL SITUATIONS INCOME FUND

By: /s/ Lawrence Stoller
Name: Lawrence Stoller
Title: Partner & General Counsel

Notice information pursuant to Section 5(d):

Address:

c/o Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, NJ 07302

E-mail:

LORD ABBETT TRUST I - LORD ABBETT SHORT DURATION HIGH YIELD FUND

By: /s/ Lawrence Stoller
Name: Lawrence Stoller
Title: Partner & General Counsel

Notice information pursuant to Section 5(d):

Address:

c/o Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, NJ 07302

E-mail:

HOLDER

MARATHON BLUE GRASS CREDIT FUND LP

By: /s/ Louis T. Hanover
Name: Louis T. Hanover
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Marathon Blue Grass Credit Fund LP
c/o Marathon Asset Management, L.P.
One Bryant Park, 38th Floor
New York, NY 10036

MARATHON CENTRE STREET PARTNERSHIP, L.P.

By: /s/ Louis T. Hanover
Name: Louis T. Hanover
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Marathon Blue Grass Credit Fund LP
c/o Marathon Asset Management, L.P.
One Bryant Park, 38th Floor
New York, NY 10036

HOLDER

MARINER ATLANTIC MULTI-STRATEGY MASTER FUND, LTD.

By: Mariner Investment Group, LLC
as Investment Manager

By: /s/ John C. Kelty
Name: John C. Kelty
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Mariner Atlantic Multi-Strategy Master Fund, Ltd.
c/o Mariner Investment Group, LLC
500 Mamaroneck Avenue, Suite 405
Harrison, NY 10528

HOLDER

MONARCH CAPITAL MASTER PARTNERS V LP

By: Monarch Alternative Capital LP, as investment adviser

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Chief Executive Officer

Notice information pursuant to Section 5(d):

Address:

Monarch Capital Master Partners V LP
c/o Monarch Alternative Capital LP
535 Madison Avenue
New York, NY 10022

MONARCH CAPITAL MASTER PARTNERS VI LP

By: Monarch Alternative Capital LP, as investment adviser

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Chief Executive Officer

Notice information pursuant to Section 5(d):

Address:

Monarch Capital Master Partners VI LP
c/o Monarch Alternative Capital LP
535 Madison Avenue
New York, NY 10022

MONARCH CUSTOMIZED OPPORTUNISTIC FUND - SERIES 1 LP

By: Monarch Alternative Capital LP, as investment adviser

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Chief Executive Officer

Notice information pursuant to Section 5(d):

Address:

Monarch Customized Opportunistic Fund - Series 1 LP
c/o Monarch Alternative Capital LP
535 Madison Avenue
New York, NY 10022

MONARCH DEBT RECOVERY MASTER FUND LTD

By: Monarch Alternative Capital LP, as investment adviser

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Chief Executive Officer

Notice information pursuant to Section 5(d):

Address:

Monarch Debt Recovery Master Fund Ltd
c/o Monarch Alternative Capital LP
535 Madison Avenue
New York, NY 10022

MONARCH V SELECT OPPORTUNITIES MASTER FUND LP

By: Monarch Alternative Capital LP, as investment adviser

By: /s/ Michael Weinstock
Name: Michael Weinstock
Title: Chief Executive Officer

Notice information pursuant to Section 5(d):

Address:

Monarch V Select Opportunities Master Fund LP
c/o Monarch Alternative Capital LP
535 Madison Avenue
New York, NY 10022

HOLDER

MORGAN STANLEY & CO LLC

By: /s/ Brian McGowan
Name: Brian McGowan
Title: Managing Director

Notice information pursuant to Section 5(d):

Address:

Morgan Stanley & Co LLC
Attn: Brian McGowan
1585 Broadway, 3rd Floor
New York, NY 10036

HOLDER

BPY LIMITED

By: /s/ Joshua Fenttiman
Name: Joshua Fenttiman
Title: Associate Murchinson on Behalf of BPY Limited

Notice information pursuant to Section 5(d):

Address:

BPY Limited
c/o Murchison Ltd.
145 Adelaide St. West, Suite 400
Toronto, Ontario, Canada M5H 4E5

NOMIS BAY LTD.

By: /s/ Joshua Fenttiman
Name: Joshua Fenttiman
Title: Associate Murchinson on Behalf of NOMIS Bay Ltd

Notice information pursuant to Section 5(d):

Address:

NOMIS Bay Ltd.
c/o Murchison Ltd.
145 Adelaide St. West, Suite 400
Toronto, Ontario, Canada M5H 4E5

NOMIS BAY LTD; BPY LIMITED

By: /s/ Joshua Fenttiman

Name: Joshua Fenttiman

Title: Associate Murchinson on Behalf of Nomis Bay Ltd and BPY Limited

Notice information pursuant to Section 5(d):

Address:

NOMIS Bay Ltd; BPY Limited
c/o Murchison Ltd.
145 Adelaide St. West, Suite 400
Toronto, Ontario, Canada M5H 4E5

HOLDER

NUVEEN ALL-AMERICAN MUNICIPAL BOND FUND

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: Managing Director and Head of Legal for Nuveen Asset Management, as investment advisor

Notice information pursuant to Section 5(d):

Address:

Nuveen All-American Municipal Bond Fund
c/o Nuveen Asset Management, LLC
333 W. Wacker Drive
Chicago, IL 60606

NUVEEN AMT-FREE MUNICIPAL CREDIT INCOME FUND

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: Managing Director and Head of Legal for Nuveen Asset Management, as investment advisor

Notice information pursuant to Section 5(d):

Address:

Nuveen AMT-Free Municipal Credit Income Fund
c/o Nuveen Asset Management, LLC
333 W. Wacker Drive
Chicago, IL 60606

NUVEEN AMT-FREE MUNICIPAL VALUE FUND

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: Managing Director and Head of Legal for Nuveen Asset Management, as investment advisor

Notice information pursuant to Section 5(d):

Address:

Nuveen AMT-Free Municipal Value Fund
c/o Nuveen Asset Management, LLC
333 W. Wacker Drive
Chicago, IL 60606

NUVEEN ALL-AMERICAN MUNICIPAL BOND FUND

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: Managing Director and Head of Legal for Nuveen Asset Management, as investment advisor

Notice information pursuant to Section 5(d):

Address:

Nuveen All-American Municipal Bond Fund
c/o Nuveen Asset Management, LLC
333 W. Wacker Drive
Chicago, IL 60606

NUVEEN DYNAMIC MUNICIPAL OPPPORTUNTIES FUND

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: Managing Director and Head of Legal for Nuveen Asset Management, as investment advisor

Notice information pursuant to Section 5(d):

Address:

Nuveen Dynamic Municipal Opportunities Fund
c/o Nuveen Asset Management, LLC
333 W. Wacker Drive
Chicago, IL 60606

NUVEEN ENHANCED HIGH YIELD MUNICIPAL BOND FUND

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: Managing Director and Head of Legal for Nuveen Asset Management, as investment advisor

Notice information pursuant to Section 5(d):

Address:

Nuveen Enhanced High Yield Municipal Bond Fund
c/o Nuveen Asset Management, LLC
333 W. Wacker Drive
Chicago, IL 60606

NUVEEN HIGH YIELD MUNICIPAL BOND FUND

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: Managing Director and Head of Legal for Nuveen Asset Management, as investment advisor

Notice information pursuant to Section 5(d):

Address:

Nuveen High Yield Municipal Bond Fund
c/o Nuveen Asset Management, LLC
333 W. Wacker Drive
Chicago, IL 60606

NUVEEN HIGH YIELD MUNICIPAL OPPORTUNITIES FUND

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: Managing Director and Head of Legal for Nuveen Asset Management, as investment advisor

Notice information pursuant to Section 5(d):

Address:

Nuveen High Yield Municipal Opportunities Fund
c/o Nuveen Asset Management, LLC
333 W. Wacker Drive
Chicago, IL 60606

NUVEEN MUNICIPAL CREDIT OPPORTUNITIES FUND

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: Managing Director and Head of Legal for Nuveen Asset Management, as investment advisor

Notice information pursuant to Section 5(d):

Address:

Nuveen Municipal Credit Opportunities Fund
c/o Nuveen Asset Management, LLC
333 W. Wacker Drive
Chicago, IL 60606

NUVEEN SHORT-DURATION HIGH YIELD MUNICIPAL BOND FUND

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: Managing Director and Head of Legal for Nuveen Asset Management, as investment advisor

Notice information pursuant to Section 5(d):

Address:

Nuveen Short-Duration High Yield Municipal Bond Fund
c/o Nuveen Asset Management, LLC
333 W. Wacker Drive
Chicago, IL 60606

NUVEEN STRATEGIC MUNICIPAL OPPORTUNITIES FUND

By: /s/ Stuart J. Cohen
Name: Stuart J. Cohen
Title: Managing Director and Head of Legal for Nuveen Asset Management, as investment advisor

Notice information pursuant to Section 5(d):

Address:

Nuveen Strategic Municipal Opportunities Fund
c/o Nuveen Asset Management, LLC
333 W. Wacker Drive
Chicago, IL 60606

HOLDER

BLACKWELL PARTNERS LLC - SERIES A BY PHILOSOPHY CAPITAL MANAGEMENT LLC ITS INVESTMENT ADVISER

By: /s/ Yedi Wong
Name: Yedi Wong
Title: CFO

Notice information pursuant to Section 5(d):

Address:

Blackwell Partners LLC - Series A
c/o Philosophy Capital Management LLC
3201 Danville Blvd., Suite 100
Alamo, CA 94507

CASSINI PARTNERS, LP
BY PHILOSOPHY CAPITAL MANAGEMENT LLC ITS INVESTMENT ADVISER

By: /s/ Yedi Wong
Name: Yedi Wong
Title: CFO

Notice information pursuant to Section 5(d):

Address:

Cassini Partners, LP
c/o Philosophy Capital Management LLC
3201 Danville Blvd., Suite 100
Alamo, CA 94507

PHILOSOPHY CAPITAL PARTNERS, LP
BY PHILOSOPHY CAPITAL MANAGEMENT LLC ITS INVESTMENT ADVISER

By: /s/ Yedi Wong
Name: Yedi Wong
Title: CFO

Notice information pursuant to Section 5(d):

Address:

Philosophy Capital Partners, LP
c/o Philosophy Capital Management LLC
3201 Danville Blvd., Suite 100
Alamo, CA 94507

STAR V PARTNERS LLC
BY PHILOSOPHY CAPITAL MANAGEMENT LLC ITS INVESTMENT ADVISER

By: /s/ Yedi Wong
Name: Yedi Wong
Title: CFO

Notice information pursuant to Section 5(d):

Address:

Star V Partners LLC
c/o Philosophy Capital Management LLC
3201 Danville Blvd., Suite 100
Alamo, CA 94507

HOLDER

K2 PSAM EVENT MASTER FUND LTD

By: /s/ John Vassallo
Name: John Vassallo
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

K2 PSAM Event Master Fund Ltd
c/o P. Schoenfeld Asset Management LP
1350 Avenue of the Americas, 21st Floor
New York, NY 10019

LUMYNA - PSAM CREDIT OPPORTUNITIES FUND

By: /s/ John Vassallo
Name: John Vassallo
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Lumyna - PSAM Credit Opportunities Fund
c/o P. Schoenfeld Asset Management LP
1350 Avenue of the Americas, 21st Floor
New York, NY 10019

LUMYNA FUNDS - LUMYNA - PSAM GLOBAL EVENT UCITS FUND

By: /s/ John Vassallo
Name: John Vassallo
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Lumyna Funds - Lumyna - PSAM Global Event UCITS Fund
c/o P. Schoenfeld Asset Management LP
1350 Avenue of the Americas, 21st Floor
New York, NY 10019

LUMYNA SPECIALIST FUNDS - EVENT ALTERNATIVE FUND

By: /s/ John Vassallo
Name: John Vassallo
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Lumyna Specialist Funds - Event Alternative Fund
c/o P. Schoenfeld Asset Management LP
1350 Avenue of the Americas, 21st Floor
New York, NY 10019

PSAM WORLDARB MASTER FUND LTD

By: /s/ John Vassallo
Name: John Vassallo
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

PSAM Worldarb Master Fund Ltd
c/o P. Schoenfeld Asset Management LP
1350 Avenue of the Americas, 21st Floor
New York, NY 10019

THRACIA, LLC

By: /s/ John Vassallo
Name: John Vassallo
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Thracia, LLC
c/o P. Schoenfeld Asset Management LP
1350 Avenue of the Americas, 21st Floor
New York, NY 10019

REBOUND PORTFOLIO LTD

By: /s/ John Vassallo
Name: John Vassallo
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Rebound Portfolio Ltd
c/o P. Schoenfeld Asset Management LP
1350 Avenue of the Americas, 21st Floor
New York, NY 10019

HOLDER

BEMAP MASTER FUND LTD.

By: Rubric Capital Management LP, its Sub-Manager

By: /s/ Michael Nachmani
Name: Michael Nachmani
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

BEMAP Master Fund Ltd.
c/o Rubric Capital Management LP
155 East 44th Street, Suite 1630
New York, NY 10017

BLACKSTONE CSP-MST FMAP FUND

By: Rubric Capital Management LP, its Sub-Manager

By: /s/ Michael Nachmani
Name: Michael Nachmani
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Blackstone CSP-MST FMAP Fund
c/o Rubric Capital Management LP
155 East 44th Street, Suite 1630
New York, NY 10017

RUBRIC BSR FUND LLC

By: Rubric Capital Management LP, its Manager

By: /s/ Michael Nachmani
Name: Michael Nachmani
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Rubric BSR Fund LLC
c/o Rubric Capital Management LP
155 East 44th Street, Suite 1630
New York, NY 10017

RUBRIC CAPITAL MASTER FUND LP

By: Rubric Capital Management LP, its Manager

By: /s/ Michael Nachmani
Name: Michael Nachmani
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

Rubric Capital Master Fund LP
c/o Rubric Capital Management LP
155 East 44th Street, Suite 1630
New York, NY 10017

HOLDER

SCULPTOR CREDIT OPPORTUNITIES MASTER FUND, LTD.

By: /s/ Wayne Cohen
Name: Wayne Cohen
Title: President and COO

Notice information pursuant to Section 5(d):

Address:

Sculptor Credit Opportunities Master Fund, Ltd.
c/o Sculptor Capital LP
9 West 57th Street, 39th Floor
New York, NY 10019

Email:

SCULPTOR MASTER FUND, LTD.

By: /s/ Wayne Cohen
Name: Wayne Cohen
Title: President and COO

Notice information pursuant to Section 5(d):

Address:

Sculptor Master Fund, Ltd.
c/o Sculptor Capital LP
9 West 57th Street, 39th Floor
New York, NY 10019

Email:

SCULPTOR SC II, LP

By: /s/ Wayne Cohen
Name: Wayne Cohen
Title: President and COO

Notice information pursuant to Section 5(d):

Address:

Sculptor SC II, LP c/o Sculptor Capital LP
9 West 57th Street, 39th Floor
New York, NY 10019

Email:

HOLDER

TSS ENTERPRISE LLC

By: /s/ Sina Toussi
Name: Sina Toussi
Title: Authorized Person

Notice information pursuant to Section 5(d):

Address:

TSS Enterprise LLC
c/o Two Seas Capital LP
32 Elm Place, 3rd Floor
Rye, NY 10580

TWO SEAS GLOBAL (MASTER) FUND LP

By: /s/ Sina Toussi
Name: Sina Toussi
Title: Managing member of Two Seas Global Fund GP LLC, its general partner

Notice information pursuant to Section 5(d):

Address:

Two Seas Global (Master) Fund LP
c/o Two Seas Capital LP
32 Elm Place, 3rd Floor
Rye, NY 10580

HOLDER

YOST PARTNERS, L.P.

By: /s/ Jikyle Kuntson
Name: Jikyle Knutson
Title: CFO of Tomcat Management, L.P.,
The General Partner of Yost Partners, L.P.

Notice information pursuant to Section 5(d):

Address:

Yost Partners, L.P.
c/o Yost Capital Management
2800 W. Lancaster Avenue
Fort Worth, TX 76107

YOST SPV I, L.P.

By: /s/ Jikyle Kuntson
Name: Jikyle Knutson
Title: CFO of Tomcat Management, L.P.,
The General Partner of Yost Partners, L.P.

Notice information pursuant to Section 5(d):

Address:

Yost SPY I, L.P.
c/o Yost Capital Management
2800 W. Lancaster Avenue
Fort Worth, TX 76107

HOLDER

RIVERSTONE V COIN HOLDINGS, L.P.

By: Riverstone Energy Partners V, L.P., its general partner

By: Riverstone Energy GP V, LLC, its general partner

By: /s/ Peter Haskopoulos
Name: Peter Haskopoulos
Title: Managing Director

Notice information pursuant to Section 5(d):

Address:

c/o Riverstone Holdings LLC
712 Fifth Avenue, 36th Floor
New York, NY 10019
Attention: General Counsel

E-mail:

HOLDER

RAVEN POWER HOLDINGS LLC

By: /s/ Peter Haskopoulos
Name: Peter Haskopoulos
Title: Authorized Signatory

Notice information pursuant to Section 5(d):

Address:

c/o Riverstone Holdings LLC
712 Fifth Avenue, 36th Floor
New York, NY 10019
Attention: General Counsel

E-mail:

HOLDER

C/R ENERGY JADE, LLC

By: /s/ Peter Haskopoulos
Name: Peter Haskopoulos
Title: Managing Director

Notice information pursuant to Section 5(d):

Address:

c/o Riverstone Holdings LLC
712 Fifth Avenue, 36th Floor
New York, NY 10019
Attention: General Counsel

E-mail:

HOLDER

SAPPHIRE POWER HOLDINGS LLC

By: /s/ Peter Haskopoulos
Name: Peter Haskopoulos
Title: Managing Director

Notice information pursuant to Section 5(d):

Address:

c/o Riverstone Holdings LLC
712 Fifth Avenue, 36th Floor
New York, NY 10019
Attention: General Counsel

E-mail:

WARRANT

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE NOR ANY INTEREST IN ANY OF THE FORGOING HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES AND ANY INTEREST THEREIN MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED UNLESS (I) PURSUANT TO (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER SAID ACT OR ANY APPLICABLE STATE SECURITIES LAWS AND, (II) IN THE CASE OF PARAGRAPH (B), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY TO SUCH EFFECT.

TALEN ENERGY CORPORATION

Warrant Certificate No.: L-1
Number of Warrants represented hereby: 457,142 Warrants
Number of Shares of Common Stock: 457,142
Date of Issuance: May 17, 2023 ("**Issuance Date**")

Talen Energy Corporation, a Delaware corporation (the "Company"), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Leonard LoBiondo, the registered holder hereof (the "Holder"), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, at any time or times on or after the Issuance Date, but not after the Expiration Date, (as defined below), 457,142 fully paid nonassessable shares of the Company's common stock, par value $0.001 ("Common Stock"), subject to adjustment as provided herein. Except as otherwise defined herein, capitalized terms in this Warrant to purchase Common Stock (including any Warrants to purchase Common Stock issued in exchange, transfer or replacement hereof, this "Warrant"), shall have the meanings set forth in Section 20. This Warrant is being issued pursuant to the *Findings of Fact, Conclusions of Law, and Order Confirming Joint Chapter 11 Plan of Talen Energy Supply, LLC and Its Affiliated Debtors* [Docket No. 1760] (the "Confirmation Order") entered by the United States Bankruptcy Court for the Southern District of Texas in the Chapter 11 cases of Talen Energy Supply, LLC and its affiliated debtors (the " Debtors"), whereby the Debtors assumed the employment agreement of the Holder, Leonard LoBiondo (the "Employment Agreement"), which provided for the issuance of warrants. *Confirmation Order,* ¶62. This Warrant is in full satisfaction of the Company's obligations under the Employment Agreement. The Holder is providing direct services to the Company on the Issuance Date, as determined for purposes of Section 409A.

SECTION 1. Issuances; Exercise Price. The Company is issuing these warrants entitling the Holder hereof to purchase an aggregate of up to 457,142 shares of Common Stock. This instrument represents 457,142 Warrants, in the aggregate, and each Warrant entitles the Holder,

upon proper exercise and payment of the applicable Exercise Price (as defined herein), to receive from the Company, as adjusted as provided herein, one fully-paid, non-assessable share of Common Stock (the "Warrant Number") at a price equal to $43.75 per share (as the same may be hereafter adjusted pursuant to Section 8, the "Exercise Price"). The Exercise Price is not less than the fair market value of one share of Common Stock on the Issuance Date, as determined for purposes of Section 409A. The shares of Common Stock or (as provided pursuant to Section 8 hereof) securities, or other property deliverable upon proper exercise (or as otherwise deliverable to the Holder pursuant to Section 8 hereof) are referred to herein as the "Warrant Shares". The maximum number of shares of Common Stock issuable pursuant to this Warrant shall initially be 457,142, as such number may be adjusted from time to time, as described herein, in compliance with Section 409A.

SECTION 2. Registration of Transfers and Exchanges.

(a) *Transfer and Exchange or Beneficial Interests.* If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company along with an executed notice of assignment substantially in the form as Exhibit B attached hereto, whereupon the Company will within three (3) Business Days of such surrender, issue and deliver upon the order of the Holder a new Warrant, registered as the Holder may request, representing the right to purchase the number of Warrant Shares being transferred by the Holder and, if less than the total number of Warrant Shares then underlying this Warrant is being transferred, a new Warrant to the Holder representing the right to purchase the number of Warrant Shares not being transferred. Any consideration received by the Holder in connection with a transfer of this Warrant shall generally be subject to the requirements of Section 83 of the Code and applicable tax withholding and reporting requirements.

(b) *Restrictions on Transfers of Warrants*

(i) The Warrants and Warrant Shares shall be freely transferable, subject to the Securities Act and applicable state securities law restrictions referred to in this Section 2(b).

(ii) No Warrants or Warrant Shares shall be sold, exchanged or otherwise transferred in violation of the Securities Act of 1933, as amended (the "Securities Act") or applicable state securities laws. Each Holder, by its acceptance of any Warrant, acknowledges and agrees that the Warrants (including any Warrant Shares issued upon exercise thereof) were issued pursuant to an exemption from the registration requirement of Section 5 of the Securities Act provided by Section 4(a)(2) of the Securities Act. Neither the issuance and the sale of this Warrant nor the Warrant Shares into which this Warrant is exercisable nor any interest therein have been registered under the Securities Act or the applicable state securities laws. The Warrants, Warrant Shares and any interest therein may not be offered for sale, sold, transferred or assigned unless (A) pursuant to (x) an effective registration statement for the Warrants and the Warrant Shares under the Securities Act or (y) a transaction that does not require registration under the Securities Act or any state securities laws, and (B) in the case of clause (y), the Holder furnishes to the Company an opinion of counsel in form and substance reasonably satisfactory to the

Company to such effect, and (C) in either case, the Holder has complied with the requirements set forth in the Warrant Assignment Form attached hereto as Exhibit B. Except to the extent of the registration rights providing for resale of the Warrant Shares set forth in the Registration Rights Agreement, the Company shall not be obligated to file any registration statement under any applicable securities laws to permit the purchase or issuance of any Warrants or Warrant Shares, and accordingly the Holder acknowledges that any certificates or book-entries for Warrants or Warrant Shares may have the legend indicated below in this Section 2 or statement of applicable restrictions endorsed thereon.

(iii) Any Warrant Shares issued upon exercise of Warrants will be "restricted securities", as defined in Rule 144(a)(3) under the Securities Act. The certificates representing such Warrant Shares, as well as all certificates issued in exchange or in substitution therefor, until such time as is no longer required under the applicable requirements of the Securities Act, or applicable state securities laws, will bear, on the face of such certificate, the following legends:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; OR (B) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (B), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY TO SUCH EFFECT."

(iv) At any time when a Holder's Warrant Shares are sold pursuant to an effective registration statement or under Rule 144 under the Securities Act, or are eligible to be sold under Rule 144 without volume or other limitations, then at such Holder's request and upon delivery to the registrar and transfer agent and the Company of an opinion of counsel in form and substance reasonably satisfactory to the Company that such legends are no longer required under applicable requirements of the Securities Act or state securities laws, the Company will use its reasonable best efforts to cause the Company's transfer agent to promptly remove any remaining restrictive legend set forth on such Warrant Shares. In connection therewith, if required by the Company's transfer agent, the Company will promptly cause any other authorizations, certificates and directions required by the transfer agent that authorize and direct the transfer agent to issue such Warrant Shares without any such legend.

(c) *Exchangeable for Multiple Warrants.* This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants within three (3) Business Days of such surrender representing in the aggregate the right to purchase the number of Warrant Shares then underlying this Warrant, and each such new

Warrant will represent the right to purchase such portion of such Warrant Shares as is designated by the Holder at the time of such surrender; provided, however, that no fractional Warrant Shares shall be issued.

(d) *Issuance of New Warrants.* Subject to the requirements of Section 409A, whenever the Company is required to issue a new Warrant pursuant to the terms of this form of Warrant, such new Warrant (i) shall be in the same form as this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 2(c), the Warrant Shares designated by the Holder which, when added to the number of shares of Common Stock underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights, terms, and conditions as this Warrant.

SECTION 3. Duration and Exercise of Warrants.

(a) Subject to the terms of this Warrant, each Warrant shall be exercisable, in whole or in part, at any time and from time to time beginning on the Issuance Date and ending at 5:00 p.m., New York City time on May 17, 2030 (or, if such date is not a Business Day, the next subsequent Business Day), (the "Expiration Date"). Any portion of the Warrants which has not been exercised at the Expiration Date shall be cancelled and forfeited without consideration therefor.

(b) Subject to the provisions of this Warrant, the registered Holder may exercise the Warrants, in whole or in part, by providing written notice of such election ("Warrant Exercise Notice") to exercise such Warrants to the Company no later than 5:00 p.m., New York City time, on the Expiration Date, which Warrant Exercise Notice shall be substantially in the form set forth in Exhibit A hereto, properly completed and executed by the registered holder of the Warrant and paying the applicable Exercise Price multiplied by the number of Warrant Shares in respect of which any Warrants are being exercised together with any applicable taxes and governmental charges.

(c) The aggregate Exercise Price shall be payable either (i) in lawful money of the United States of America either by certified or official bank or bank cashier's check payable to the order of the Company or (ii) if the Market Price per share of Common Stock then exceeds the Exercise Price per Warrant Share, on a "cashless basis" by surrendering the Warrant for that number of Warrant Shares equal to the quotient obtained by dividing (x) the product of the number of Warrant Shares underlying the Warrants which are subject to the Warrant Exercise Notice, multiplied by the difference between such Exercise Price and such Market Price on the date of the applicable Warrant Exercise Notice by (y) the Market Price per share of Common Stock on the date of the applicable Warrant Exercise Notice. In addition, the Holder may elect to pay Withholding Taxes in the same manner as payment of the Exercise Price as provided above in this Section 3(c).

(d) Subject to Section 4, any exercise of a Warrant pursuant to the terms of this Warrant shall be irrevocable and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with its terms.

(e) All questions as to the validity, form and sufficiency (including time of receipt) of a Warrant Exercise Notice will be determined by the reasonable, good faith discretion of the Board. The Company reserves the right to reject any and all Warrant Exercise Notices for which any corresponding agreement by the Company to exchange would, in the reasonable, good faith opinion of the Company, be unlawful. The Company reserves the absolute right to waive any of the conditions to the exercise of Warrants or defects in Warrant Exercise Notices with regard to any particular exercise of Warrants. The Company shall not be under any duty to give notice to the Holder of the Warrants of any irregularities in any exercise of Warrants, nor shall it incur any liability for the failure to give such notice.

(f) As soon as practicable after the exercise of any Warrant, as set forth in subsection (d), and in any event within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period following delivery of the Warrant Exercise Notice (the "Warrant Share Delivery Date") the Company shall issue, or otherwise deliver, or cause to be issued or delivered, in authorized denominations to or upon the order of the Holder of the Warrants, the Warrant Shares registered on the books of the Company's transfer agent or, at the Company's or Holder's option, by delivery to the address designated by such Holder in its Warrant Exercise Notice of a physical certificate, representing the number of Warrant Shares to which such Holder is entitled, in fully registered form, registered in such name or names as may be directed by such Holder. Upon delivery of the Warrant Exercise Notice and concurrent satisfaction of the Exercise Price, the Holder shall be deemed for all corporate purposes (including for purposes of determining whether the Holder is entitled to vote or receive dividends on Warrant Shares) to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares.

SECTION 4. Recission Rights. If the Company fails to transmit to the Holder the Warrant Shares pursuant to Section 3(f) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise by delivering written notice to the Company at any time prior to the delivery of such Warrant Shares.

SECTION 5. Cancellation of Warrants. Upon the Expiration Date (if not already properly exercised), the Warrants shall thereupon be delivered to the Company, and be cancelled and retired. Notwithstanding anything herein to the contrary, at any time prior to the Expiration Date, the Holder may, by written direction to the Company, or any successor to the Company's obligations hereunder, surrender the Warrants to the Company upon which the Warrants will be cancelled and retired for no consideration.

SECTION 6. Mutilated or Missing Warrant Certificates. If any of the certificates evidencing such Warrant (each a "Warrant Certificate"), shall be mutilated, lost, stolen or destroyed, the Company shall issue in exchange and substitution for and upon cancellation of the mutilated Warrant Certificate, or in lieu of and substitution for the Warrant Certificate lost, stolen or destroyed, a new Warrant Certificate in the same form hereof and representing an

equivalent number of Warrants, but only upon receipt of (i) evidence reasonably satisfactory to the Company of the loss, theft or destruction of such Warrant Certificate; and (ii) an open penalty surety bond and holding the Company harmless, satisfactory to them. Applicants for such substitute Warrant Certificates shall also comply with such other reasonable regulations and pay such other reasonable charges as the Company may prescribe and as required by Section 8-405 of the Uniform Commercial Code as in effect in the State New York.

SECTION 7. Reservation of Warrant Shares. For the purpose of enabling it to satisfy any obligation to issue Warrant Shares upon exercise of Warrants, the Company will, at all times through the Expiration Date, reserve and keep available, free from preemptive rights and out of its aggregate authorized but unissued or treasury shares of Common Stock, shares of Common Stock equal to the number of Warrant Shares deliverable from time to time upon the exercise of all outstanding Warrants, and the transfer agent for the Company's Common Stock (such agent, in such capacity, as may from time to time be appointed by the Company, the "Transfer Agent") is hereby irrevocably authorized and directed at all times to reserve such number of authorized and unissued or treasury shares of Common Stock as shall be required for such purpose. The Company covenants that all shares of Common Stock that shall be so issuable shall be duly and validly issued, fully paid and non-assessable upon delivery to the Holder.

SECTION 8. Adjustments and Other Rights.

(a) *Adjustments.* In the event of any corporate event or transaction involving the Company (including, but not limited to, a change in the shares of the Company or the capitalization of the Company), such as a merger, consolidation, reorganization, recapitalization, separation, stock dividend, stock split, reverse stock split, split-up, spin-off, combination of Shares, exchange of Shares, dividend in kind, extraordinary cash dividend, amalgamation or other like change in capital structure (other than normal cash dividends to stockholders of the Company), or any similar corporate event or transaction, the Board, to prevent dilution or enlargement of the Holder's rights under this Warrant, shall substitute or adjust, in its reasonable discretion (provided that such substitution or adjustment shall properly maintain Holder's interest in the Company): the number and kind of Warrant Shares or other property that may be issued under this Warrant; the number and kind of Warrant Shares or other property subject to outstanding Warrant Shares; the Exercise Price, grant price or purchase price applicable to outstanding Warrant Shares; and/or other value determinations (including performance conditions). All adjustments shall be made in compliance with Section 409A. For the avoidance of doubt, the purchase of Shares or other equity securities of the Company by a stockholder of the Company or any third party from the Company shall not constitute a corporate event or transaction giving rise to an adjustment described in this Section 8(a).

(b) *Restrictions on Adjustments.* In no event will the Company adjust the Exercise Price or make a corresponding adjustment to the Warrant Number:

(i) to the extent that the adjustment would reduce the Exercise Price below the par value per share of Common Stock;

(ii) if the Company takes a record of the Holders of Common Stock for the purpose of entitling them to receive a dividend or other distribution, and thereafter (and before the dividend or distribution has been paid or delivered to stockholders) legally abandons its plan to pay or deliver such dividend or distribution, then thereafter no adjustment to the Exercise Price or the Warrant Number shall be required by reason of the taking of such record;

(iii) for the issuance of any shares of Common Stock pursuant to any option, warrant, right or convertible or exchangeable security of the Company outstanding as of the Issuance Date; or

(iv) that would be deemed an offset to the exercise price of such Warrant in accordance with Treas. Reg. Section 1.409A-1(b)(5)(1)(E).

(c) *Stockholder Rights Plans.* If any shares of Common Stock are to be issued upon exercise of any Warrant and, at the time of such exercise, the Company has in effect any stockholder rights plan, then the Holder of such Warrant will be entitled to receive, in addition to, and concurrently with the delivery of, the consideration otherwise due upon such exercise, the rights set forth in such stockholder rights plan, unless such rights have separated from the Common Stock at such time, in which case, and only to the extent permitted by Section 409A, the Exercise Price will be adjusted pursuant to Section 8(a) on account of such separation as if, at the time of such separation, the Company had made a distribution of the type referred to in such Section 8(a) to all holders of Common Stock, subject to potential readjustment in accordance with the last paragraph of Section 8(a).

(d) *No adjustments in respect of the chapter 11 plan or transactions thereunder.* Notwithstanding anything to the contrary in this Warrant, in no event shall effectuation of the Company's chapter 11 plan, any transactions required or contemplated thereby, or the issuance of any securities in respect thereof be a Reorganization Event, Change of Control Event, or otherwise give rise to any adjustment in the number of Warrants or Warrant Shares or the exercise of any Warrant.

SECTION 9. No Fractional Shares. The Company shall not be required to issue Warrants to purchase fractions of Warrant Shares, or to issue fractions of Warrant Shares upon exercise of the Warrants, or to distribute certificates which evidence fractional Warrant Shares and no Cash shall be distributed in lieu of such fractional shares or rights. If more than one Warrant shall be presented for exercise in full at the same time by the same Holder, the number of full Warrant Shares which shall be issuable upon the exercise thereof shall be computed on the basis of the aggregate number of Warrant Shares purchasable on exercise of the Warrants so presented. If any fraction of a share would, except for the provisions of this Section 9, be issuable on the exercise of any Warrants (or specified portion thereof), as applicable, such share fraction shall be rounded to the next lower whole number with no further payment on account thereof.

SECTION 10. Notices to Holder. Upon any adjustment (i) of the number of Warrant Shares purchasable upon exercise of each Warrant, or (ii) action that would result in the

adjustment of the Exercise Price pursuant to Section 8, the Company, within ten (10) Business Days thereafter, shall (x) prepare and execute a certificate signed by an Appropriate Officer of the Company setting forth the event giving rise to such adjustment and any new or amended exercise terms, including such Exercise Price and either the number of Warrant Shares purchasable upon exercise of each Warrant or the additional number of Warrants to be issued for each previously outstanding Warrant, as the case may be, after such adjustment and setting forth the method of calculation, and (y) give written notice to each of the Holder at such Holder's address appearing on the Warrant Register. Where appropriate, such notice may be given in advance and included as a part of the notice required to be mailed under the other provisions of this Section 10.

If:

(a) the Company proposes to take any action that would require an adjustment pursuant to Section 8 (unless no adjustment is required);

(b) there shall be a dissolution, liquidation or winding up of the Company (other than in connection with a consolidation, merger or sale of all or substantially all of its property, assets and business as an entirety); or

(c) the Company proposes any capital reorganization, reclassification, recapitalization, business combination, consolidation, amalgamation or merger (for the avoidance of doubt including any potential Change of Control Event), then the Company shall cause written notice of such event to be filed and shall cause written notice of such event to be given to the Holder at such Holder's address appearing on the Warrant Register, such giving of notice to be completed at least ten (10) Business Days prior to the effective date of such action (or the applicable Record Date for such action if earlier). Such notice shall specify the proposed effective date of such action and, if applicable, the Record Date and the material terms of such action. The failure to give the notice required by this Section 10 or any defect therein shall not affect the legality or validity of any action, distribution, right, warrant, dissolution, liquidation or winding up or the vote upon or any other action taken in connection therewith.

SECTION 11. Holder of Warrant Not Deemed a Stockholder. Nothing contained in this Warrant shall be construed as conferring upon the Holder thereof the right to vote or to receive dividends or to participate in any transaction that would give rise to an adjustment of the Exercise Price under Section 8 or to consent or to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or any other matter, or any rights whatsoever as stockholders of the Company.

SECTION 12. Withholding and Reporting Requirements.

(a) The Company shall have the power and the right to deduct or withhold automatically from any payment or shares deliverable under this Warrant, or require the Holder to remit to the Company, the Withholding Taxes with respect to any taxable event arising as a result of this Warrant, including Holder's exercise, transfer, or sale of the Warrant. With respect to required withholding, the Holder may elect payment of Withholding Taxes in the manner

provided in Section 3(c) hereof. The Holder shall submit to the Company on or prior to the date that it becomes a Holder a properly executed IRS Form W-9 and any other tax form or certification reasonably requested by the Company and, in each case, shall update such form or certification if it expires or becomes obsolete or inaccurate in any respect.

(b) The Company shall in good faith consider any reasonable request by the Holder to provide information required in connection with the Holder's preparation and filing of their tax returns (and any tax proceedings with respect thereto) and determining their tax compliance and withholding obligations. Such cooperation shall include in good faith considering any request for a certification in accordance with applicable Treasury Regulations that the Company is, or has been during the applicable period set forth in Section 897(c)(1)(A)(ii) of the Internal Revenue Code, as amended (the "Code"), a "United States real property holding company" (a "USRPHC") within the meaning of Section 897(c)(2) of the Code; provided, however, for the avoidance of doubt, that to the extent the Company has not otherwise undertaken an outside study or evaluation to determine whether it is a USRPHC, the Company shall not be required to do so; provided further that nothing in this Section 14(b) shall limit or relieve the Company of its obligations under Treasury Regulation Section 1.897-2(h)(1).

SECTION 13. Information Rights. The Company shall electronically furnish to Holder via the Company's primary website or a third-party data room, the audited and unaudited financial statements of the Company and its Subsidiaries required to be furnished to holders of Common Stock, pursuant to and within the time limits prescribed by that certain Stockholders Agreement, dated as of May 17, 2023, by and between the Company, and the stockholders who were issued shares of Common Stock pursuant to the Plan.

SECTION 14. Supplements and Amendments.

(a) Except as otherwise provided herein, the provisions of this Warrant may be amended or waived and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Holder. Any change, amendment or waiver by the Company and the Holder shall be binding on the Holder of this Warrant.

(b) The consent of each Holder of any Warrant affected thereby shall be required for any supplement or amendment to this Agreement or the Warrants that would: (i) increase the Exercise Price or decrease the number of shares of Common Stock receivable upon exercise of Warrants, or (ii) the Expiration Date is changed to an earlier date, in each case other than as provided in Section 8, or (iii) modify the provisions contained in Section 8 in a manner adverse to the Holder generally with respect to Holder's Warrants.

SECTION 15. Governing Law Venue and Jurisdiction; Trial By Jury . This Warrant shall be governed by and construed and enforced in accordance with the laws of the state of New York. The Company irrevocably consents and submits to the jurisdiction of the courts of the State of New York and any federal courts located in such state in connection with any action or proceeding brought against it that arises out of or in connection with, that is based upon, or that relates to this Warrant or the transactions contemplated hereby.

SECTION 16. Compliance with Section 409A. The Company intends that this Warrant be exempt from Section 409A, such that there are no adverse tax consequences, interest, or penalties under Section 409A as a result of this Warrant. Nevertheless, neither the Company nor any of its Subsidiaries or affiliates shall be liable for any additional tax, interest or penalties that may be imposed on Holder under Section 409A or for any damages for failing to comply with Section 409A.

SECTION 17. Benefits of this Warrant. Nothing in this Warrant shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or claim under this Warrant, and this Warrant shall be for the sole and exclusive benefit of the Company and the Holders.

SECTION 18. Headings. The headings of sections of this Warrant have been inserted for convenience of reference only, are not to be considered a part hereof and in no way modify or restrict any of the terms or provisions hereof.

SECTION 19. Severability. Whenever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant is held to be invalid, illegal or unenforceable in any respect under any applicable law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Warrant in such jurisdiction or affect the validity, legality or enforceability of any provision in any other jurisdiction, and the invalid, illegal or unenforceable provision.

SECTION 20. Meaning of Terms Used in Warrant.

(a) Any references to any federal, state, local or foreign statute or law shall also refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. Unless the context otherwise requires: (a) a term has the meaning assigned to it by this Warrant; (b) forms of the word "include" mean that the inclusion is not limited to the items listed; (c) "or" is disjunctive but not exclusive; (d) words in the singular include the plural, and in the plural include the singular; and (e) provisions apply to successive events and transactions; and (f) "hereof", "hereunder", "herein" and "hereto" refer to the entire Agreement and not any section or subsection.

(b) The following terms used in this Warrant shall have the meanings set forth below:

(i) "$" shall mean the currency of the United States.

(ii) "Approved Broker-Dealer" means any of Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, or as selected reasonably, in good faith by the Board.

(iii) "Board" means the Board of Directors of the Company or a committee thereof appointed to make determinations with respect to this Warrant.

(iv) "Business Day" means any day, other than a Saturday, Sunday, or *"legal holiday"* (as defined in Bankruptcy Rule 9006(a)), or a day on which banking institutions in New York, New York are authorized by law or other governmental action to close.

(v) "Cash" means such coin or currency of the United States as at any time of payment is legal tender for the payment of public and private debts.

(vi) "Change of Control Date" means the date on which a Change of Control Event is consummated.

(vii) "Change of Control Event" means any (1) acquisition by a Person (other than the Company or a wholly-owned Subsidiary of the Company) in a tender offer or a series of related tender offers as a result of which the Person owns more than 50% of the outstanding Common Stock, (2) merger, consolidation, spin-off, split-off amalgamation, statutory share exchange, business combination or other similar transaction or series of related transactions to which the Company is a party, (3) sale, lease, transfer or other disposition of all or substantially all of the assets of the Company and its Subsidiaries, including in connection with a liquidation or winding up of the Company, or (4) Reorganization Event, which, in each of the cases of clauses (1) through (4), is effected in such a way that the Holders of Common Stock receive or are entitled to receive (either directly or subsequently in connection with a liquidation or winding up of the Company), with respect to or in exchange for Common Stock, cash, stock, securities or other assets or property (or any combination thereof), wherein Registered and Listed Shares represent less than 80% of the Market Price of all such cash, stock, securities or other assets or property to be received in respect of or in exchange for Common Stock; provided, however, that a Change of Control Event shall not be deemed to occur in connection with an initial public offering or direct listing by the Company or any of its Subsidiaries or affiliates pursuant to which such party's securities are authorized and approved for listing on the New York Stock Exchange, the Nasdaq Stock Market, LLC or a similar nationally recognized market or exchange or any reorganization if the Company or any of its Subsidiaries or affiliates under a holding company in connection with any such offering or listing.

(viii) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations, guidance, compliance programs and other interpretative authority thereunder.

(ix) "Market Price" means (w) if in reference to cash, the current cash value on the date of measurement in U.S. dollars, (x) if in reference to equity securities or securities included within Other Property, which are listed or admitted for trading on a national securities exchange, the average closing price of a share (or similar relevant unit) of such securities as reported on the principal national securities exchange on which the shares (or similar relevant units) of such securities are listed or admitted for trading, or (y) in all other cases, the value as determined by the Approved Broker-Dealer. In each such case, if the Common Stock is traded on a U.S. national or regional securities exchange or quotation system, including for the avoidance of doubt, the OTCQB, OTCQX and the Pink Open Market operated by OTC Markets Group, Inc. (or similar

organization or agency succeeding to its functions of reporting prices), the average price shall be averaged over a period of twenty-one (21) consecutive Trading Days consisting of the Trading Day immediately preceding the day on which the "Market Price" is being determined (which, in the case of an exercise pursuant to Section 3 shall be the Trading Day on which the Warrant Exercise Notice is delivered) and the twenty (20) consecutive Trading Days prior to such day.

(x) "Other Property" means any cash, property or other securities other than Registered and Listed Shares.

(xi) "Person" means any individual, corporation, limited partnership, general partnership, limited liability partnership, limited liability company, joint stock company, joint venture, corporation, unincorporated organization, association, company, trust, group (as defined in Rule 13d-5 of the Exchange Act) or other legal entity, or any governmental or political subdivision or any agency, department or instrumentality thereof.

(xii) "Record Date" means, with respect to any dividend, distribution or other transaction or event in which the Holders of Common Stock have the right to receive any Cash, securities or other property or in which Common Stock (or other applicable security) is exchanged for or converted into any combination of Cash, securities or other property, the date fixed for determination of Holders of Common Stock entitled to receive such Cash, securities or other property (whether such date is fixed by the Board or by statute, contract or otherwise).

(xiii) "Registered and Listed Shares" means shares of the common stock of the surviving entity in a consolidation, merger, or combination or the acquiring entity in a tender offer, except that if the surviving entity or acquiring entity has a parent corporation, it shall be the shares of the common stock of the parent corporation, provided that, in each case, such shares (i) have been registered (or will be registered within 30 calendar days following the Change of Control Date) under Section 12 of the Exchange Act with the Securities and Exchange Commission, and (ii) are listed for trading on any national securities exchange (or will be so listed or admitted within 30 calendar days following the Change of Control Date).

(xiv) "Reorganization Event" means any recapitalization; any reclassification or change of the outstanding shares of Common Stock (other than changes resulting from a subdivision or combination); any consolidation, merger or combination to which the Company is a party; any sale or conveyance to a third party of all or substantially all of the Company's assets; or any statutory share exchange,

(xv) "Section 409A" means Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder.

(xvi) "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on any national securities exchange on which the

Company's Common Stock is listed on the date of delivery of the Warrant Exercise Notice.

(xvii) "Subsidiary" means, with respect to any Person, any corporation, partnership, joint venture or other legal entity as to which such Person (either alone or through or together with any other Subsidiary), (a) owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interests, (b) has the power to elect a majority of the board of directors or similar governing body, or (c) has the power to direct the business and policies.

(xviii) "Trading Day" means (i) if the applicable security is listed on the New York Stock Exchange, a day on which trades may be made thereon, (ii) if the applicable security is listed or admitted for trading on the American Stock Exchange, the NASDAQ Global Select Market, the NASDAQ Global Market or other national securities exchange or market, a day on which the American Stock Exchange, the NASDAQ Global Select Market, the NASDAQ Global Market or such other national securities exchange or market is open for business, (iii) if the applicable security is listed or quoted for trading on OTCQB or OTCQX or Pink Open Market operated by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the "OTC Markets Group", a day on which the OTCQB, OTCQX or Pink Open Market is open for business or (iv) if the applicable security is not so listed, admitted for trading or quoted, any Business Day.

(xix) "Withholding Taxes" means the amount required to satisfy applicable federal, state, and local taxes, required by law or regulation to be withheld for income and employment tax purposes based on the applicable withholding rates for payments of "supplemental wages."

[The next page is the signature page]

IN WITNESS WHEREOF, the Company has caused this Warrant to purchase Common Stock to be duly executed as of the Issuance Date set out above.

Talen Energy Corporation

By: /s/ John Chesser
Name: John Chesser
Title: Chief Financial Officer and Treasurer

[Signature Page to the LoBiondo Warrant]

IN WITNESS WHEREOF, the Company has caused this Warrant to purchase Common Stock to be duly executed as of the Issuance Date set out above.

Talen Energy Corporation

By: /s/ John Chesser
Name: John Chesser
Title: Chief Financial Officer and Treasurer

Acknowledged and agreed:

/s/ Leonard LoBiondo
Name: Leonard LoBiondo

[Signature Page to the LoBiondo Warrant]

EXHIBIT A

EXERCISE NOTICE
TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS
WARRANT TO PURCHASE COMMON STOCK

TALEN ENERGY CORPORATION

The undersigned Holder hereby exercises the right to purchase [____] shares of Common Stock ("**Warrant Shares**") of Talen Energy Corporation, a Delaware corporation (the "**Company**"), evidenced by the attached Warrant to Purchase Common Stock (the "**Warrant**").

Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

Form of Exercise Price. Unless the Holder is making an election to convert the Warrants as set forth below, the Holder intends that payment of the Exercise Price shall be made as a "Cash Exercise" with respect to Warrant Shares.

☐ Please check if the Holder, in lieu of paying the Exercise Price as set forth in the preceding paragraph, elects to convert the Warrants by authorizing the Company to withhold from issuance a number of shares of Common Stock issuable upon conversion of the Warrants which when multiplied by the Market Price of the Common Stock on the date of the applicable Warrant Exercise Notice is equal to the aggregate price for the number of shares of Common Stock for which the Warrants are being converted at the Exercise Price (assuming the Exercise Price for all such shares of Common Stock was being paid in cash), and such withheld shares shall no longer be issuable under the Warrants.

☐ Please check if the Holder is electing to pay Withholding Taxes in the same manner as the Exercise Price.

Payment of Exercise Price. In the event that the Holder has elected a Cash Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the Holder shall pay the Aggregate Exercise Price in the sum of $ to the Company in accordance with the terms of the Warrant, and shall also pay the applicable Withholding Taxes in Cash.

As at the time of exercise hereunder, the undersigned Holder represents, warrants and certifies as follows (check one):

☐ (A) the undersigned holder is an "accredited investor", as defined in Rule 501(a) of Regulation D under the Securities Act (a "**Accredited Investor**"), and has completed the Accredited Investor Status Certificate in the form attached to this exercise form; OR

☐ (B) the undersigned holder has delivered to the Company and the Company's transfer agent an opinion of counsel (which will not be sufficient unless it is in

form and substance reasonably satisfactory to the Company) or such other evidence reasonably satisfactory to the Company to the effect that with respect to the Warrant Shares to be delivered upon exercise of the Warrant, the issuance of such securities has been registered under the Securities Act and applicable state securities laws, or an exemption from the registration requirements of the Securities Act and applicable state securities laws is available.

If the undersigned Holder has indicated that the undersigned Holder is an Accredited Investor by marking box (A) above, the undersigned Holder additionally represents and warrants to the Company that:

(1) the undersigned Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Warrant Shares, and the undersigned is able to bear the economic risk of loss of his or her entire investment;

(2) the undersigned is: (i) purchasing the Warrant Shares for his or her own account or for the account of one or more Accredited Investors with respect to which the undersigned is exercising sole investment discretion, and not on behalf of any other person; (ii) is purchasing the Warrant Shares for investment purposes only and not with a view to resale, distribution or other disposition in violation of United States federal or state securities laws; and (iii) in the case of the purchase by the undersigned of the Warrant Shares as agent or trustee for any other person or persons (each a "**Beneficial Owner**"), the undersigned holder has due and proper authority to act as agent or trustee for and on behalf of each such Beneficial Owner in connection with the transactions contemplated hereby; provided that: (x) if the undersigned holder, or any Beneficial Owner, is a corporation or a partnership, syndicate, trust or other form of unincorporated organization, the undersigned holder or each such Beneficial Owner was not incorporated or created solely, nor is it being used primarily to permit purchases without a prospectus or registration statement under applicable law; and (y) each Beneficial Owner, if any, is an Accredited Investor; and

(3) the undersigned has not exercised the Warrants as a result of any form of general solicitation or general advertising (as such terms are used in Rule 502 of Regulation D under the Securities Act), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio, television, the Internet or other form of telecommunications, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

(4) the Company has provided to the undersigned the opportunity to ask questions and receive answers concerning the terms and conditions of the offering consummated under the Warrant and Warrant Shares thereunder, and the undersigned has had access to such information concerning the Company as the undersigned has considered necessary or appropriate in connection with the undersigned's investment decision to acquire the Warrant Shares;

(5) if the undersigned decides to offer, sell or otherwise transfer any of the Warrant Shares, the undersigned must not, and will not, offer, sell or otherwise transfer any of such Warrant Shares directly or indirectly, unless:

(a) the sale is to the Company;

(b) the Warrant Shares are sold in a transaction that does not require registration under the Securities Act or any applicable state laws and regulations governing the offer and sale of securities;

(c) and in the case of (b), it has prior to such sale furnished to the Company an opinion of counsel in form and substance reasonably satisfactory to the Company;

(6) the Warrant Shares are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the United States Securities and Exchange Commission provide in substance that the undersigned may dispose of the Warrant Shares only pursuant to an effective registration statement under the Securities Act or an exemption therefrom;

(7) unless the Holder has delivered an opinion to the effect that legends can be removed as provided in Section 2(b) of the Warrant, the certificates representing or other evidence of the Warrant Shares (and any certificates or other evidence issued in exchange or substitution for the Shares) will bear a legend stating that such securities have not been registered under the Securities Act or the securities laws of any state, and may not be offered for sale or sold unless registered under the Securities Act and the securities laws of all applicable states of the United States, or unless an exemption from such registration requirements is available;

Delivery of Warrant Shares. The Company shall deliver to the Holder, Warrant Shares in accordance with the terms of the Warrant.

The undersigned consents to the Company making a notation on its records or giving instructions to any transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Warrant Exercise Form.

In the absence of instructions to the contrary, the securities or other property will be issued in the name of the undersigned Holder and will be sent to the last address of the undersigned Holder appearing on the register maintained for the Warrants.

Please issue the Common Stock into which the Warrant is being exercised to the Holder, or for its benefit, as follows:

☐ Check here if requesting delivery as a certificate to the following name and to the following address:

Issue to:

Address:

Telephone Number:

Facsimile Number:

☐ Check here if requesting delivery by Deposit/Withdrawal at Custodian as follows:

DTC Participant:

DTC Number:

Account Number:

Authorization: _____

By: _____

Title: _____

Date: _____

Account Number (if electronic book entry transfer):

Transaction Code Number (if electronic book entry transfer):

Date: _____

Name of Registered Holder

By: _____

Name: _____

Title: _____

Warrant Certificate No.: L-1
Number of Warrants represented hereby: 457,142 Warrants
Number of Shares of Common Stock: 457,142
Date of Issuance: May 17, 2023 ("Issuance Date")

EXHIBIT B

FORM OF ASSIGNMENT
(TO BE EXECUTED BY THE REGISTERED WARRANT HOLDER IF SUCH WARRANT HOLDER DESIRES TO TRANSFER A WARRANT)

FOR VALUE RECEIVED, the undersigned registered Holder hereby sells, assigns and transfers unto

____ Warrants to purchase shares of Common Stock held by the undersigned, together with all right, title and interest therein, and does irrevocably constitute and appoint _____ attorney, to transfer such Warrants, with full power of substitution.

The Transferor hereby certifies that:

the transfer of the Warrants is being contemplated pursuant to an exemption from the registration requirements of the United States Securities Act of 1933, as amended (the "Securities Act"), in which case the Transferor has delivered or caused to be delivered by the Transferee a written opinion of legal counsel in form and substance reasonably satisfactory to the Company to the effect that the transfer of the Warrants is exempt from the registration requirements of the Securities Act.

Dated _____ Signature _____

Social Security
or Other Taxpayer Identification Number of Assignee _____

SIGNATURE GUARANTEED

BY: _____

Signatures must be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

Exhibit 5.1

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

609 Main Street
Houston, TX 77002
United States

+1 713 836 3600

www.kirkland.com

June 20, 2024

Talen Energy Corporation
2929 Allen Pkwy, Suite 2200
Houston, TX 77019

Ladies and Gentlemen:

We are acting as special counsel to Talen Energy Corporation, a Delaware corporation (the "Company"), in connection with the preparation and filing of a Registration Statement on Form S-1, initially filed with the Securities and Exchange Commission (the "Commission") on June 20, 2024 (File No. 333-), under the Securities Act of 1933, as amended (the "Act") (such Registration Statement, as amended or supplemented, is hereinafter referred to as the "Registration Statement"), relating to the resale from time to time by the selling stockholders named in the prospectus contained in the Registration Statement of up to [●] shares (the "Shares") of common stock, par value $0.001 per share of the Company.

In connection with the registration of the Shares, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the Third Amended and Restated Certificate of Incorporation of the Company; (ii) the Second Amended and Restated Bylaws of the Company; (iii) resolutions of the board of directors of the Company with respect to the Registration Statement and (iv) the Registration Statement and the exhibits thereto.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered and the due authorization, execution and delivery of all documents by the parties thereto other than the Company. We have not independently established or verified any facts relevant to the opinion expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and others as to factual matters.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that the Shares have been duly authorized and are validly issued, fully paid and non-assessable.

Our opinion expressed above is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of any laws except the General Corporation Law of the State of Delaware.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Talen Energy Corporation
June 20, 2024

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or "Blue Sky" laws of the various states to the sale of the Shares.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion should the General Corporation Law of the State of Delaware be changed by legislative action, judicial decision or otherwise.
This opinion is furnished to you in connection with the filing of the Registration Statement and is not to be used, circulated, quoted or otherwise relied upon for any other purposes.

Sincerely,

/s/ Kirkland & Ellis LLP
Kirkland & Ellis LLP

Exhibit 10.1
Execution Version

CREDIT AGREEMENT

Dated as of May 17, 2023

among

TALEN ENERGY SUPPLY, LLC,
as the Borrower,

The Several Lenders and L/C Issuers
from Time to Time Parties Hereto,

CITIBANK, N.A.,
as Administrative Agent and Collateral Agent

and

CITIBANK, N.A.,
BMO CAPITAL MARKETS CORP.,
DEUTSCHE BANK SECURITIES INC.,
GOLDMAN SACHS BANK USA,
RBC CAPITAL MARKETS, LLC,
MUFG BANK, LTD.,
CREDIT SUISSE LOAN FUNDING LLC
AND
MORGAN STANLEY SENIOR FUNDING, INC.,
as Joint Lead Arrangers and Joint Bookrunners

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SCHEDULES

EXHIBITS

This CREDIT AGREEMENT, is entered into as of May 17, 2023, by and among TALEN ENERGY SUPPLY, LLC (the "**Borrower**"), the lending institutions from time to time parties hereto (each a "**Lender**" and, collectively, the "**Lenders**"), CITIBANK, N.A., as Administrative Agent and Collateral Agent, and CITIBANK, N.A., BMO CAPITAL MARKETS CORP., DEUTSCHE BANK SECURITIES INC., GOLDMAN SACHS BANK USA, RBC CAPITAL MARKETS, LLC, MUFG BANK, LTD., CREDIT SUISSE LOAN FUNDING LLC and MORGAN STANLEY SENIOR FUNDING, INC., as Joint Lead Arrangers and Joint Bookrunners (each as defined herein).

RECITALS:

WHEREAS, capitalized terms used and not defined in the preamble and these recitals shall have the respective meanings set forth for such terms in Section 1.1 hereof;

WHEREAS, on May 9 and May 10, 2022, the Borrower and certain of the Borrower's Domestic Subsidiaries (the "**Debtors**") began operating as debtors-in-possession pursuant to voluntary cases commenced under Chapter 11 of Title 11 of the United States Code (as amended, the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Texas (Houston Division) (the "**Bankruptcy Court**"), which, together with the voluntary case of the Borrower's parent, Talen Energy Corporation, filed on December 10, 2022, are jointly administered under Case No. 22-90054 (the "**Case**");

WHEREAS, the Debtors will be reorganized pursuant to (i) the *Joint Chapter 11 Plan of the Talen Energy Supply, LLC and Its Affiliated Debtors*, filed in the Case on December 14, 2022 at Docket No. 1722 (together with all schedules, documents and exhibits contained therein, as amended, supplemented, modified or waived to the extent not otherwise prohibited hereunder, the "**Plan**") and (ii) the order confirming the Plan, entered by the Bankruptcy Court on December 20, 2022 at Docket No. 1760 (together with all schedules, documents and exhibits contained therein, as amended, supplemented, modified or waived to the extent not otherwise prohibited hereunder, the "**Confirmation Order**");

WHEREAS, the Borrower has requested that, upon the satisfaction (or waiver) of the conditions precedent set forth in Section 6 hereof, the applicable Lenders (a) make initial term b loans to the Borrower in an aggregate principal amount of $580,000,000 on the Closing Date, (b) make initial term c loans to the Borrower in an aggregate principal amount of $470,000,000 on the Closing Date and (c) make available to the Borrower a $700,000,000 revolving credit facility for the making, from time to time, of revolving loans and the issuance, from time to time, of letters of credit, in each case on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, on or prior to the Closing Date, Talen Energy Corporation will consummate a rights offering to raise up to $1,400,000,000 of additional equity capital (the "**Equity Rights Offering**"), the proceeds of which (net of any amounts used by Talen Energy Corporation to consummate the Transactions and to pay the Transaction Expenses or retained by Talen Energy Corporation in connection with the maintenance of its existence and ownership of the Borrower) will be contributed to the Borrower and be applied by the Borrower in a manner consistent with the use of proceeds of the Initial Term B Loans as set forth in Section 9.13 hereof;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1. Definitions.

1.1. Defined Terms.

As used herein, the following terms shall have the meanings specified in this Section 1.1 unless the context otherwise requires:

"**2023 Notes Indenture**" shall mean the Indenture for the 2023 Notes, dated as of May 12, 2023, among the Borrower, the guarantors thereto from time to time and Wilmington Savings Fund Society, FSB, as trustee (the "**Senior Notes Trustee**"), as the same may be amended, modified, supplemented, replaced or refinanced to the extent not prohibited by this Agreement.

"**2023 Notes**" shall mean the $1,200,000,000 senior secured notes due 2030 issued by the Borrower pursuant to the 2023 Notes Indenture.

"**ABR**" shall mean, for any day, a fluctuating rate per annum equal to the greatest of (a) the Federal Funds Effective Rate plus 1/2 of 1.00%, (b) the rate of interest in effect for such day as publicly announced from time to time by the Wall Street Journal as the "U.S. prime rate" and (c) the Adjusted Term SOFR Rate for a one-month tenor as published two U.S. Governmental Securities Business Days prior to such day (after giving effect to any Floor applicable to the Adjusted Term SOFR Rate) (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%; provided that, for the avoidance of doubt, for purposes of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 6:00 a.m. on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). If the Administrative Agent is unable to ascertain the Federal Funds Effective Rate due to its inability to obtain sufficient quotations in accordance with the definition thereof, after notice is provided to the Borrower, the ABR shall be determined without regard to clause (a) above until the circumstances giving rise to such inability no longer exist. Any change in the ABR due to a change in such rate announced by the Administrative Agent or in the Federal Funds Effective Rate shall take effect at the opening of business on the day specified in the public announcement of such change or on the effective date of such change in the Federal Funds Effective Rate or the Adjusted Term SOFR Rate, as applicable. In no event shall the ABR be less than the Floor.

"**ABR Loan**" shall mean each Loan bearing interest based on the ABR.

"**Acceptable Reinvestment Commitment**" shall mean a binding commitment or letter of intent of the Borrower or any Restricted Subsidiary entered into at any time prior to the end of the Reinvestment Period to reinvest the proceeds of a Prepayment Event.

"**Acquired EBITDA**" shall mean, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary (any of the foregoing, a "**Pro Forma Entity**") for any period, the amount for such period of Consolidated Adjusted EBITDA of such Pro Forma Entity (determined using such definitions as if references to the Borrower and the Restricted Subsidiaries therein were to such Pro Forma Entity and its Restricted Subsidiaries), all as determined on a consolidated basis for such Pro Forma Entity in a manner not inconsistent with GAAP.

"**Acquired Entity or Business**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA".

"**Additional Revolving Commitments**" shall have the meaning provided in Section 2.14(a).

"**Additional Revolving Lender**" shall have the meaning provided in Section 2.14(b).

"**Additional Revolving Loan**" shall have the meaning provided in Section 2.14(b).

"**Adjusted Daily Simple SOFR**" means, for each SOFR Rate Day in any Interest Period, an interest rate per annum equal to the Daily Simple SOFR; provided that, if the Adjusted Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"**Adjusted Term SOFR Rate**" means, for any Interest Period, an interest rate per annum equal to the Term SOFR Rate; provided that, if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"**Adjusted Total Additional Revolving Commitment**" shall mean at any time, with respect to any tranche of Additional Revolving Commitments, the Total Additional Revolving Commitment for such tranche less the aggregate Additional Revolving Commitments of all Defaulting Lenders in such tranche.

"**Adjusted Total Extended Revolving Commitment**" shall mean, at any time, with respect to any Extension Series of Extended Revolving Commitments, the Total Extended Revolving Commitment for such Extension Series less the aggregate Extended Revolving Commitments of all Defaulting Lenders in such Extension Series.

"**Adjusted Total Revolving Commitment**" shall mean, at any time, the Total Revolving Commitment less the aggregate Revolving Commitments of all Defaulting Lenders.

"**Administrative Agent**" shall mean Citibank, N.A., as the administrative agent for the Lenders under this Agreement and the other Credit Documents, or any successor administrative agent pursuant to Section 12.9.

"**Administrative Agent's Office**" shall mean the Administrative Agent's address and, as appropriate, account as set forth on Schedule 13.2, or such other address or account of which the Administrative Agent may from time to time notify the Borrower and the Lenders.

"**Administrative Questionnaire**" shall have the meaning provided in Section 13.6(b)(ii)(D).

"**Advisors**" shall mean legal counsel, financial advisors and third-party appraisers and consultants advising the Agents, the Joint Lead Arrangers, the L/C Issuers, the Lenders and their Related Parties in connection with this Agreement, the other Credit Documents and the consummation of the Transactions, limited in the case of legal counsel to one primary counsel for the Agents and the Joint Lead Arrangers (as of the Closing Date, Cahill Gordon & Reindel LLP) and, if necessary, one firm of regulatory counsel and/or one firm of local counsel in each appropriate jurisdiction (and, in the case of an actual or perceived conflict of interest where the Person affected by such conflict informs the Borrower of such conflict and, after receipt of the consent of the Borrower (which consent shall not be unreasonably withheld or delayed), retains its own counsel, of another firm of counsel for all such affected Persons (taken as a whole)).

"**Affected Financial Institution**" shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such Person. A Person shall be deemed to "control" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership

of voting securities or by contract. The terms "controlling" and "controlled" shall have meanings correlative thereto.

"**Affiliated Lender**" shall mean any Affiliated Parent Company or Subsidiary of the Borrower (other than a Restricted Subsidiary of the Borrower) that purchases or acquires Term B Loans or Term C Loans pursuant to Section 13.6(h).

"**Affiliated Parent Company**" shall mean an entity that (i) owns, directly or indirectly, 100% of the Stock of the Borrower, and (ii) operates as a "passive holding company", subject to customary exceptions (it being understood, for the avoidance of doubt, that no Permitted Holder or affiliated investment fund shall be construed to be an "Affiliated Parent Company").

"**Agent Parties**" shall have the meaning provided in Section 13.17(d).

"**Agents**" shall mean the Administrative Agent and the Collateral Agent.

"**Aggregate Revolving Credit Outstandings**" shall have the meaning provided in Section 5.2(b).

"**Agreement**" shall mean this Credit Agreement.

"**AHYDO Catch-Up Payment**" means any payment or redemption of Indebtedness, including subordinated debt obligations, to avoid the application of Code Section 163(e)(5) thereto.

"**Applicable ABR Margin**" shall mean at any date, (i) in the case of each ABR Loan that is an Initial Term B Loan, 3.50% *per annum*, (ii) in the case of each ABR Loan that is an Initial Term C Loan, 3.50% *per annum*, (iii) in the case of each ABR Loan that is a Revolving Loan, (x) prior to the delivery of Section 9.1 Financials and the related Officer's Certificate for the first full fiscal quarter commencing on or after the Closing Date pursuant to Section 9.1, 2.50% *per annum*, and

(y) thereafter, the percentages per annum set forth in the applicable table below, based upon the Consolidated First Lien Net Leverage Ratio as set forth in the most recent Officer's Certificate delivered to the Administrative Agent in connection with the Section 9.1 Financials:

Pricing Level	**Consolidated First Lien Net Leverage Ratio Level**	**ABR Rate: Revolving Credit Loan**
I	Less than or equal to (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.00:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.00:1.00.	2.00%
II	Greater than (i)(x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.00:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date,2.00:1.00, but (ii) less than or equal to (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of	2.25%

	determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	
III	Greater than (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00	2.50%

Any increase or decrease in the Applicable ABR Margin for any Revolving Loans resulting from a change in the Consolidated First Lien Net Leverage Ratio shall become effective as of the first Business Day immediately following the date the applicable Officer's Certificate is delivered in connection with the Section 9.1 Financials.

Notwithstanding the foregoing, (a) the Applicable ABR Margin in respect of any Class of Extended Revolving Commitments or Extended Revolving Loans, any Extended Term B Loans or any Extended Term C Loans shall be the applicable percentages per annum set forth in the relevant Extension Amendment, (b) the Applicable ABR Margin in respect of any New Refinancing Revolving Commitments, Additional Revolving Commitments, Additional Revolving Loans, Incremental Loans or Class of Replacement Term B Loans or Replacement Term C Loans shall be the applicable percentages per annum set forth in the relevant Incremental Term C Facility, Refinancing Facility, Replacement Facility or other applicable agreement and (c) in the case of the Initial Term B Loans and the Initial Term C Loans, the Applicable ABR Margin shall be increased as, and to the extent, necessary to comply with the provisions of Section 2.14(d)(iv).

In addition, upon written notice from of the Required Revolving Lenders the highest pricing level applicable to the Revolving Loans shall apply at any time during which the Borrower shall have failed to deliver the Section 9.1 Financials by the applicable date required under Section 9.1 (but only for so long as such failure continues, after which such ratio shall be determined based on the then existing Consolidated First Lien Net Leverage Ratio) as set forth in the applicable Officer's Certificate. Notwithstanding anything to the contrary contained above in this definition, the Applicable ABR Margin shall be the highest Applicable ABR Margin set forth in the table above at all times during which there shall exist any Event of Default pursuant to Section 11.1 or 11.5.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the First Lien Net Leverage Ratio set forth in any applicable Officer's Certificate delivered in connection with the Section 9.1 Financials delivered for any period is inaccurate for any reason and the result thereof is that the Revolving Lenders received interest for any period based on an Applicable ABR Margin that is less than that which would have been applicable had the First Lien Net Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the "Applicable ABR Margin" for any day occurring within the period covered by such applicable Officer's Certificate delivered in connection with the Section 9.1 Financials shall retroactively be deemed to be the relevant percentage as based upon the accurately determined First Lien Net Leverage Ratio for such period, and any shortfall in the interest theretofore paid by the Borrower for the relevant period pursuant to Section 2.8(a) as a result of the miscalculation of the First Lien Net Leverage Ratio shall be deemed to be (and shall be) due and payable under the relevant provisions of Section 2.08(a) at the time the interest for such period was required to be paid pursuant to said Section on the same basis as if the First Lien Net Leverage Ratio had been accurately set forth in such Officer's Certificate delivered in connection with Section 9.1 Financials (and shall remain due and payable until paid in full, together with all amounts owing under

Section 2.8(c) (subject to the proviso below), in accordance with the terms of this Agreement). Such Applicable ABR Margin shall be due and payable on the earlier of (i) the occurrence of a Default or an Event of Default under Section 11.5 and (ii) promptly upon written demand to the Borrower (but in no event later than five (5) Business Days after such written demand); provided that in the case of preceding clause (ii), nonpayment of such Applicable ABR Margin as a result of any inaccuracy shall not constitute a Default or Event of Default (whether retroactively or otherwise), and no such amounts shall be deemed overdue (and no amounts shall accrue interest at the applicable default rate), at any time prior to the date that is five (5) Business Days after such written demand to the Borrower.

"**Applicable Amount**" shall mean, at any time (the "**Applicable Amount Reference Time**"), an amount equal to (a) the sum, without duplication, of:

(i) the greater of (x) $150,000,000 and (y) solely on or after the Q2 2024 Financials Date, 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(ii) Consolidated Adjusted EBITDA of the Borrower, minus 140% of Consolidated Interest Expense of the Borrower, in each case, for the period (taken as one accounting period) from June 1, 2023 until the last day of the then-most recent fiscal quarter or Fiscal Year, as applicable, for which Section 9.1 Financials have been delivered (which amount, if less than zero, shall not be taken into account for any such period);

(iii) all cash repayments of principal received by the Borrower or any Restricted Subsidiary from any Minority Investments or Unrestricted Subsidiaries on account of loans made by the Borrower or any Restricted Subsidiary to such Minority Investments or Unrestricted Subsidiaries during the period from and including the Business Day immediately following the Closing Date through and including the Applicable Amount Reference Time;

(iv) 100% of the aggregate amount received in cash and the fair market value of marketable securities or other property received by means of (A) the sale or other disposition (other than to the Borrower or a Restricted Subsidiary) of Investments made pursuant to Section 10.5(v)(y) by the Borrower or any Restricted Subsidiary and repurchases and redemptions of such Investments from the Borrower or any Restricted Subsidiary and repayments of loans or advances, and releases of guarantees constituting such Investments made by the Borrower or any Restricted Subsidiary, in each case, after the Closing Date; and (B) the sale (other than to the Borrower or a Restricted Subsidiary) of the stock or other ownership interest of Minority Investments, any Unrestricted Subsidiary or Excluded Project Subsidiary or a dividend or distribution from a Minority Investment, Unrestricted Subsidiary or Excluded Project Subsidiary (other than in each case to the extent the Investment in such Minority Investment, Unrestricted Subsidiary or Excluded Project Subsidiary was made by the Borrower or a Restricted Subsidiary pursuant to the proviso in Section 10.5(i) and other than to the extent such dividend or distribution from an Unrestricted Subsidiary or Excluded Project Subsidiary is applied to make a distribution pursuant to Section 10.6 to fund tax or other liabilities of such Unrestricted Subsidiary or Excluded Project Subsidiary that are payable by a direct or indirect parent of the Borrower on behalf of such Unrestricted Subsidiary or Excluded Project Subsidiary), in each case, after the Closing Date;

(v) in the case of the redesignation of an Unrestricted Subsidiary or an Excluded Project Subsidiary as, or merger, consolidation or amalgamation of an Unrestricted Subsidiary or Excluded Project Subsidiary with or into, a Restricted Subsidiary after the Closing Date, the fair market value of the Investment in such Unrestricted Subsidiary or Excluded Project Subsidiary at

the time of the redesignation of such Unrestricted Subsidiary or Excluded Project Subsidiary as, or merger, consolidation or amalgamation of such Unrestricted Subsidiary or Excluded Project Subsidiary with or into, a Restricted Subsidiary, other than to the extent the Investment in such Unrestricted Subsidiary or Excluded Project Subsidiary was made by the Borrower or a Restricted Subsidiary pursuant to the proviso in Section 10.5(i);

(vi) 100% of the aggregate net cash proceeds and the fair market value of marketable securities or other property received by the Borrower since immediately after the Closing Date (other than net cash proceeds from Cure Amounts) from the issue or sale of Indebtedness or Disqualified Stock of the Borrower or a Restricted Subsidiary that has been converted into or exchanged for Stock of the Borrower or any direct or indirect parent of the Borrower; provided that this clause (vi) shall not include the proceeds from (a) Stock or Stock Equivalents or Indebtedness that has been converted or exchanged for Stock or Stock Equivalents of the Borrower sold to a Restricted Subsidiary, as the case may be, (b) Disqualified Stock or Indebtedness that has been converted or exchanged into Disqualified Stock or (c) any contribution or issuance that increases the Applicable Equity Amount;

(vii) without duplication of any amounts above, any returns, profits, distributions and similar amounts received on account of Investments made pursuant to Section 10.5(v)(y); and

(viii) the aggregate amount of Retained Declined Proceeds retained by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Applicable Amount Reference Time;

minus (b) the sum, without duplication, of:

(i) the aggregate amount of Investments made pursuant to Section 10.5(v)(y) following the Closing Date and prior to the Applicable Amount Reference Time;

(ii) the aggregate amount of dividends pursuant to Section 10.6(c)(y) following the Closing Date and prior to the Applicable Amount Reference Time; and

(iii) the aggregate amount of prepayments, repurchases, redemptions and defeasances made pursuant to Section 10.7(a)(i)(3) following the Closing Date and prior to the Applicable Amount Reference Time.

Notwithstanding the foregoing, in making any calculation or other determination under this Agreement involving the Applicable Amount, if the Applicable Amount at such time is less than zero, then the Applicable Amount shall be deemed to be zero for purposes of such calculation or determination.

"**Applicable Amount Reference Time**" shall have the meaning provided in the definition of "Applicable Amount".

"**Applicable Equity Amount**" shall mean, at any time (the "**Applicable Equity Amount Reference Time**"), an amount equal to, without duplication, (a) the amount of any capital contributions (other than any Cure Amount) made in cash, marketable securities or other property to, or any proceeds of an equity issuance received by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Applicable Equity Amount Reference Time (taking the fair market value of any marketable securities or property other than cash), including proceeds from the issuance of Stock or Stock Equivalents of any direct or indirect parent of the Borrower

(to the extent the proceeds of any such issuance are contributed to the Borrower), but excluding all proceeds from the issuance of Disqualified Stock and any Cure Amount,

minus (b) the sum, without duplication, of:

(i) the aggregate amount of Investments made pursuant to Section 10.5(v)(x) following the Closing Date and prior to the Applicable Equity Amount Reference Time;

(ii) the aggregate amount of dividends pursuant to Section 10.6(c)(x) following the Closing Date and prior to the Applicable Equity Amount Reference Time;

(iii) the aggregate amount of prepayments, repurchases, redemptions and defeasances pursuant to Section 10.7(a)(i)(2) following the Closing Date and prior to the Applicable Equity Amount Reference Time; and

(iv) the aggregate amount of Indebtedness incurred pursuant to Section 10.1(aa) and outstanding at the Applicable Equity Amount Reference Time;

provided that issuances and contributions pursuant to Sections 10.5(f)(ii), 10.6(a) and 10.6(b)(i) shall not increase the Applicable Equity Amount.

"**Applicable Equity Amount Reference Time**" shall have the meaning provided in the definition of "Applicable Equity Amount".

"**Applicable Laws**" shall mean, as to any Person, any law (including common law), statute, regulation, ordinance, rule, order, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"**Applicable Term SOFR Margin**" shall mean at any date, (i) in the case of each Term SOFR Loan that is an Initial Term B Loan, 4.50% *per annum*, (ii) in the case of each Term SOFR Loan that is an Initial Term C Loan, 4.50% *per annum*, and (iii) in the case of each Term SOFR Loan that is a Revolving Loan, (x) prior to the delivery of the Section 9.1 Financials and the related Officer's Certificate for the first full fiscal quarter commencing on or after the Closing Date pursuant to Section 9.1, 3.50% *per annum*, and

(y) thereafter, the percentages per annum set forth in the applicable table below, based upon the Consolidated First Lien Net Leverage Ratio as set forth in the most recent Officer's Certificate received by the Administrative Agent in connection with the Section 9.1 Financials:

Pricing Level	Consolidated First Lien Net Leverage Ratio Level	Term SOFR: Revolving Credit Loan
I	Less than or equal to (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.00:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.00:1.00.	3.00%

II	Greater than (i)(x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.00:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date,2.00:1.00, but (ii) less than or equal to (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	3.25%
III	Greater than (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	3.50%

Any increase or decrease in the Applicable Term SOFR Margin for any Revolving Loans resulting from a change in the Consolidated First Lien Net Leverage Ratio shall become effective as of the first Business Day immediately following the date the applicable Officer's Certificate is delivered pursuant to Section 9.1(c).

Notwithstanding the foregoing, (a) the Applicable Term SOFR Margin in respect of any Class of Extended Revolving Commitments or Extended Revolving Loans, any Extended Term B Loans or any Extended Term C Loans shall be the applicable percentages per annum set forth in the relevant Extension Amendment, (b) the Applicable Term SOFR Margin in respect of any New Refinancing Revolving Commitments, Additional Revolving Commitments, Additional Revolving Loans, Incremental Loans or Class of Replacement Term B Loans or Replacement Term C Loans shall be the applicable percentages per annum set forth in the relevant Incremental Term C Facility, Refinancing Facility, Replacement Facility or other applicable agreement and (c) in the case of the Initial Term B Loans and the Initial Term C Loans, the Applicable Term SOFR Margin shall be increased as, and to the extent, necessary to comply with the provisions of Section 2.14(d)(iv).

In addition, upon written notice by the Required Revolving Lenders the highest pricing level applicable to the Revolving Loans shall apply at any time during which the Borrower shall have failed to deliver the Section 9.1 Financials by the applicable date required under Section 9.1 (but only for so long as such failure continues, after which such ratio shall be determined based on the then existing Consolidated First Lien Net Leverage Ratio) as set forth in the applicable Officer's Certificate. Notwithstanding anything to the contrary contained above in this definition, the Applicable Term SOFR Margin shall be the highest Applicable Term SOFR Margin set forth in the table above at all times during which there shall exist any Event of Default pursuant to Section 11.1 or 11.5.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the First Lien Net Leverage Ratio set forth in any applicable Officer's Certificate delivered in connection with the Section 9.1 Financials delivered for any period is inaccurate for any reason and the result thereof is that the Revolving Lenders received interest for any period based on an Applicable Term SOFR Margin that is less than that which would have been applicable had the First Lien Net Leverage Ratio been accurately determined, then, for all purposes of this Agreement,

the "Applicable Term SOFR Margin" for any day occurring within the period covered by such applicable Officer's Certificate delivered in connection with the Section 9.1 Financials shall retroactively be deemed to be the relevant percentage as based upon the accurately determined First Lien Net Leverage Ratio for such period, and any shortfall in the interest theretofore paid by the Borrower for the relevant period pursuant to Section 2.8(b) as a result of the miscalculation of the First Lien Net Leverage Ratio shall be deemed to be (and shall be) due and payable under the relevant provisions of Section 2.08(b) at the time the interest for such period was required to be paid pursuant to said Section on the same basis as if the First Lien Net Leverage Ratio had been accurately set forth in such Officer's Certificate delivered in connection with Section 9.1 Financials (and shall remain due and payable until paid in full, together with all amounts owing under Section 2.8(c) (subject to the proviso below), in accordance with the terms of this Agreement). Such Applicable Term SOFR Margin shall be due and payable on the earlier of (i) the occurrence of a Default or an Event of Default under Section 11.5 and (ii) promptly upon written demand to the Borrower (but in no event later than five (5) Business Days after such written demand); provided that in the case of preceding clause (ii), nonpayment of such Applicable Term SOFR Margin as a result of any inaccuracy shall not constitute a Default or Event of Default (whether retroactively or otherwise), and no such amounts shall be deemed overdue (and no amounts shall accrue interest at the applicable default rate), at any time prior to the date that is five (5) Business Days after such written demand to the Borrower.

"**Approved Fund**" shall mean any Fund that is administered, advised or managed by a Lender or an Affiliate of the entity that administers, advises or manages any Fund that is a Lender.

"**Asset Sale Prepayment Event**" shall mean any Disposition of any business units, assets or other property of the Borrower and the Restricted Subsidiaries not in the ordinary course of business (including any Disposition of any Stock or Stock Equivalents of any Subsidiary of the Borrower owned by the Borrower or any Restricted Subsidiary). Notwithstanding the foregoing, the term "Asset Sale Prepayment Event" shall not include any transaction permitted by Section 10.4 (other than transactions permitted by Section 10.4(b) which shall constitute Asset Sale Prepayment Events).

"**Assignment and Acceptance**" shall mean (a) an assignment and acceptance substantially in the form of Exhibit J, or such other form as may be approved by the Administrative Agent and (b) in the case of any assignment of Term B Loans in connection with a Permitted Debt Exchange conducted in accordance with Section 2.17, such form of assignment (if any) as may have been requested by the Administrative Agent in accordance with Section 2.17(a).

"**Attributable Debt**" shall mean, in respect of a sale and leaseback transaction, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; provided, however, that if such sale and leaseback transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capitalized Lease Obligation."

"**Auction Agent**" shall mean (i) the Administrative Agent or (ii) any other financial institution or advisor employed by the Borrower or any Subsidiary thereof (whether or not an Affiliate of the Administrative Agent) to act as an arranger in connection with any Permitted Debt Exchange pursuant to Section 2.17 or Dutch auction pursuant to Section 13.6(h); provided that the Borrower shall not designate the Administrative Agent as the Auction Agent without the written consent of the Administrative Agent (it being understood that the Administrative Agent shall be under no obligation to agree to act as the Auction Agent).

"**Authorized Officer**" shall mean the President, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer, any Assistant Treasurer, the General Counsel, the Secretary, any Assistant Secretary, the Controller, any Senior Vice President, with respect to certain limited liability companies or partnerships that do not have officers, any manager, managing member or general partner thereof, any other senior officer of the Borrower or any other Credit Party designated as such in writing to the Administrative Agent by the Borrower or any other Credit Party, as applicable. Any document (other than a solvency certificate) delivered hereunder that is signed by an Authorized Officer shall be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership and/or other action on the part of the Borrower or any other Credit Party, as applicable, and such Authorized Officer shall be conclusively presumed to have acted on behalf of such Person.

"**Auto-Extension Letter of Credit**" shall have the meaning provided in Section 3.2(b).

"**Available Revolving Commitment**" shall mean, as of any date, an amount equal to the excess, if any, of (a) the amount of the Total Revolving Commitment over (b) the sum of (i) the aggregate principal amount of all Revolving Loans then outstanding and (ii) the aggregate Revolving Letters of Credit Outstanding at such time.

"**Available RP/Investment Capacity Amount**" shall mean, at any time, (x) the amount of payments that may be made at such time pursuant to Section 10.6(b), (c), (j), (o) or (r) of this Agreement and (y) the amount of Investments that may be made at such time pursuant to Section 10.5(i), (m), (v), (w), (ff), (mm) or (nn).

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.10(f)(v).

"**Backstopped**" shall mean, with respect to any Letter of Credit, that such Letter of Credit is backstopped by another letter of credit on terms reasonably satisfactory to the L/C Issuer of such first Letter of Credit.

"**Bail-In Action**" shall mean the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"**Bail-In Legislation**" shall mean (a) 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, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"**Bankruptcy Code**" shall have the meaning provided in the recitals to this Agreement.

"**Bankruptcy Court**" shall have the meaning provided in the recitals to this Agreement.

"**Barclays Facility**" shall mean that certain senior secured letter of credit facility, dated as of the date hereof (as amended, restated, amended and restated, restructured, supplemented, waived and/or otherwise modified from time to time), entered into by and among TES, Barclays Bank PLC, as letter of credit issuer and the other parties from time to time party thereto.

"**Benchmark**" shall initially mean the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then "Benchmark" shall mean the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.10(f)(ii).

"**Benchmark Replacement**" shall mean, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) Adjusted Daily Simple SOFR;

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Dollars at such time in the United States plus (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

"**Benchmark Replacement Adjustment**" shall mean, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in Dollars at such time in the United States.

"**Benchmark Replacement Conforming Changes**" shall mean, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes relating to the definitions of "ABR," "Business Day," "U.S. Government Securities Business Day," and "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent, in consultation with the Borrower, decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the

Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent, in consultation with the Borrower, decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

"**Benchmark Replacement Date**" shall mean, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) of the definition of "Benchmark Transition Event" with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Transition Event**" shall mean the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or

publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Unavailability Period**" shall mean, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.10(f) and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.10(f).

"**Beneficial Ownership Certification**" shall mean a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"**Beneficial Ownership Regulation**" shall mean 31 C.F.R. § 1010.230.

"**Benefit Plan Investor**" shall mean any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"**Benefit Plan**" shall mean an employee pension benefit plan (other than a Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code or Section 302 of ERISA and is maintained or contributed to by a Credit Party or ERISA Affiliate or with respect to which a Credit Party could reasonably be expected to incur liability pursuant to Title IV of ERISA.

"**Benefited Lender**" shall have the meaning provided in Section 13.8(a).

"**Board**" shall mean the Board of Governors of the Federal Reserve System of the United States (or any successor).

"**Borrower**" shall have the meaning provided in the preamble to this Agreement.

"**Borrowing**" shall mean the incurrence of one Class and Type of Loan on a given date (or resulting from conversions on a given date) having a single Maturity Date and in the case of Term SOFR Loans the same Interest Period (provided, that ABR Loans incurred pursuant to Section 2.10 shall be considered part of any related Borrowing of Term SOFR Loans).

"**Broker-Dealer Subsidiary**" shall mean any Subsidiary that is registered as a broker-dealer under the Exchange Act or any other applicable law requiring similar registration.

"**Business Day**" shall mean any day excluding Saturday, Sunday and any other day on which banking institutions in New York City are authorized by law or other governmental actions to close.

"**Capital Expenditures**" shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Capital Leases) by the Borrower and the Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as capital expenditures on a consolidated statement of cash flows of the Borrower.

"**Capital Lease**" shall mean, as applied to the Borrower and the Restricted Subsidiaries, any lease of any property (whether real, personal or mixed) by the Borrower or any Restricted Subsidiary as lessee that, in conformity with GAAP, is, or is required to be, accounted for as a capital lease on the balance sheet of the Borrower.

"**Capitalized Lease Obligations**" shall mean, as applied to the Borrower and the Restricted Subsidiaries at the time any determination is to be made, the amount of the liability in respect of a Capital Lease that would at such time be required to be capitalized and reflected as a liability on the balance sheet (excluding the footnotes thereto) of the Borrower in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such Capital Lease prior to the first date upon which such Capital Lease may be prepaid by the lessee without payment of a penalty.

"**Capitalized Software Expenditures**" shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by the Borrower and the Restricted Subsidiaries during such period in respect of purchased software or internally developed software and software enhancements that, in conformity with GAAP are or are required to be reflected as capitalized costs on the consolidated balance sheet of the Borrower.

"**Captive Insurance Subsidiary**" shall mean a Subsidiary of the Borrower established for the purpose of, and to be engaged solely in the business of, insuring the businesses or facilities owned or operated by the Borrower or any of its Subsidiaries or joint ventures or to insure related or unrelated businesses.

"**Case**" shall have the meaning provided in the recitals to this Agreement.

"**Cash Collateral**" shall have the meaning provided in Section 3.8(c).

"**Cash Collateralize**" shall have the meaning provided in Section 3.8(c).

"**Cash Management Agreement**" shall mean any agreement or arrangement to provide Cash Management Services.

"**Cash Management Bank**" shall mean any Person (other than the Borrower or any other Subsidiary of the Borrower) that is a party to a Cash Management Agreement and at the time it enters into a Cash Management Agreement or on the Closing Date, is a Lender, an Agent, a Joint Lead Arranger or an Affiliate of a Lender, an Agent or a Joint Lead Arranger.

"**Cash Management Obligations**" shall mean, with respect to any Person, the obligations of such Person under Cash Management Agreements.

"**Cash Management Services**" shall mean treasury, depository, overdraft, credit or debit card, purchase card, electronic funds transfer (including automated clearing house fund transfer services), merchant services (other than those constituting a line of credit) and other cash management services.

"Certificated Securities" shall have the meaning provided in Section 8.17.

"**CFC**" shall mean a Subsidiary of the Borrower that is a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"**CFC Holding Company**" shall mean a Subsidiary of the Borrower that has no material assets other than (i) the Stock (including, for this purpose, any debt or other instrument treated as equity for U.S. federal income tax purposes) in (x) one or more Foreign Subsidiaries that are CFCs or (y) one or more other CFC Holding Companies and (ii) cash and cash equivalents and other assets being held on a temporary basis incidental to the holding of assets described in clause (i) of this definition.

"**Change in Law**" shall mean (a) the adoption of any Applicable Law after the Closing Date, (b) any change in any Applicable Law or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any party with any guideline, request, directive or order issued or made after the Closing Date by any central bank or other governmental or quasi-governmental authority (whether or not having the force of law); provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the U.S. or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"**Change of Control**" shall mean and be deemed to have occurred if any Person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date), but excluding (x) any employee benefit plan of such Person and its subsidiaries and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, (y) any Permitted Holders, and (z) any one or more direct or indirect parent companies of the Borrower in which no Person or "group" (other than any persons described in the preceding clause (y)), directly or indirectly, holds beneficial ownership of Voting Stock representing more than 50.0% of the aggregate voting power represented by the issued and outstanding Voting Stock of such parent, shall have, directly or indirectly, acquired beneficial ownership of Voting Stock representing more than 50.0% of the aggregate voting power represented by the issued and outstanding Voting Stock of the Borrower. Notwithstanding the preceding or any provision of Rule 13d-3 or 13d-5 under the Exchange Act, (i) a Person or "group" shall not be deemed to beneficially own securities subject to an equity or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the transactions contemplated by such agreement, (ii) a Person or "group" will not be deemed to beneficially own the Voting Stock of another Person as a result of its ownership of Voting Stock or other securities of such other Person's Parent Entity (or related contractual rights) unless it owns more than 50.0% of the total voting power of the Voting Stock of such Parent Entity, (iii) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of the Borrower owned, directly or indirectly, by any Permitted Holders that are part of such group shall be treated as being beneficially owned by such Permitted Holders and shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred and (iv) the right to acquire Voting Stock (so long as such Person does not have the right to direct the voting of the Voting Stock subject to such right) or any veto power in connection with the acquisition or disposition of Voting Stock will not

cause a party to be a "beneficial owner". For the purpose of clauses (x), (y) and (z), at any time when a majority of the outstanding Voting Stock of the Borrower is directly or indirectly owned by a Parent Entity or, if applicable, a Parent Entity acts as the manager, managing member or general partner of the Borrower, references in this definition to "the Borrower" shall be deemed to refer to the ultimate Parent Entity that directly or indirectly owns such Voting Stock or acts as (or, if applicable, is a Parent Entity that directly or indirectly owns a majority of the outstanding Voting Stock of) such manager, managing member or general partner. Notwithstanding the foregoing, a Change of Control shall not occur as a result of the IPOCo Transactions, a Qualifying IPO and any transactions relating thereto, including, without limitation, (i) the contribution of the Stock of the Borrower to IPO Listco or (ii) any transaction in which the Borrower remains a Subsidiary of IPO Listco but one or more intermediate holding companies between the Borrower and IPO Listco are added, liquidated, merged or consolidated out of existence.

"Claim" shall have the meaning provided in the definition of "Environmental Claim".

"Class", when used in reference to any Loan or Borrowing, shall refer to whether such Loan or the Loans comprising such Borrowing, are Revolving Loans, Initial Term B Loans, Incremental Term B Loans of a given Series, Initial Term C Loans, Incremental Term C Loans of a given Series, Extended Term B Loans of a given Extension Series, Extended Revolving Loans of a given Extension Series, Extended Term C Loans of a given Extension Series, Refinancing Term B Loans of a given designated tranche, Refinancing Term C Loans of a given designated tranche, Refinancing Revolving Loans of a given designated tranche, Replacement Term B Loans or a given designated tranche or Replacement Term C Loans of a given designated tranche and, when used in reference to any Commitment, refers to whether such Commitment is a Revolving Commitment, an Extended Term B Commitment of a given Extension Series, an Incremental Term B Commitment of a given Series, an Initial Term C Commitment, an Incremental Term C Commitment of a given Series, an Incremental Revolving Commitment of a given Series, a Refinancing Term B Commitment of a given designated tranche, a Refinancing Term C Commitment of a given designated tranche, a Refinancing Revolving Commitment of a given designated tranche, a Replacement Term B Commitment of a given designated tranche or a Replacement Term C Commitment of a given designated tranche.

"**Closing Date**" shall mean May 17, 2023.

"**Closing Refinancing**" shall mean the repayment in full (or, if applicable, the termination, discharge or defeasance (or arrangements reasonably satisfactory to the Administrative Agent for the termination, discharge or defeasance)) of (A) the Superiority Secured Debtor-in-possession Credit Agreement, dated as of May 11, 2022, among the Borrower as debtor-in-possession under the Bankruptcy Code, Citibank, N.A., as administrative agent and as collateral trustee under the Credit Documents (as defined therein), and each lender and each issuing lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (B) the Superpriority Secured Debtor-in-Possession Letter of Credit Facility Agreement, dated as of May 11, 2022 among the Borrower as debtor-in-possession under the Bankruptcy Code, Citibank, N.A., as administrative agent and as collateral trustee under the Credit Documents (as defined therein), and each lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (C) the Credit Agreement, entered into as of December 14, 2021, among Talen Energy Supply, LLC, a Delaware limited liability company, Talen Energy Marketing, LLC, a Pennsylvania limited liability company, Susquehanna Nuclear, LLC, a Delaware limited liability company, Alter Domus (US) LLC, as administrative agent under the Credit Documents (as defined therein) and each lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (D) the Term Loan Credit Agreement, entered into as of July 8, 2019, among Talen Energy Supply, LLC, a Delaware limited liability company, Wilmington Trust, National Association (as successor to JPMorgan Chase bank, N.A.), as administrative agent under the Credit Documents (as defined therein),

and each lender from time to time party thereto (as amended, restated, supplemented or otherwise modified prior to the date hereof), (E) the Credit Agreement, entered into as of June 1, 2015, among Talen Energy Supply, LLC, a Delaware limited liability company, Citibank, N.A., as administrative agent and as collateral trustee under the Credit Documents (as defined therein), and each lender and each issuing lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (F) the Indenture, dated as of May 21, 2019 (as amended, restated, supplemented or otherwise modified), among the Company, the guarantors party thereto and The Bank of New York Mellon, as Trustee, governing the Company's 7.25% Senior Secured Notes due 2027, (G) the Indenture, dated as of July 8, 2019 (as amended, restated, supplemented or otherwise modified), among the Company, the guarantors party thereto and The Bank of New York Mellon, as Trustee governing the Company's 6.625% Senior Secured Notes due 2028, and (H) the Indenture, dated as of May 22, 2020 (as amended, restated, supplemented or otherwise modified), among Company, the guarantors party thereto and The Bank of New York Mellon, as Trustee governing the Company's 7.625% Senior Secured Notes due 2028.

"**CME Term SOFR Administrator**" shall mean CME Group Benchmark Administration Limited, as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time. Section references to the Code are to the Code as in effect on the Closing Date, and any subsequent provisions of the Code, amendatory thereof, supplemental thereto or substituted therefore.

"**Collateral**" shall mean all property pledged, mortgaged or purported to be pledged or mortgaged pursuant to the Security Documents (excluding, for the avoidance of doubt, all Excluded Collateral).

"**Collateral Agent**" shall mean Citibank, N.A., in its capacity as collateral agent for the Secured Bank Parties under this Agreement and the Security Documents, or any successor collateral agent appointed pursuant hereto.

"**Collateral Representative**" shall mean the Collateral Trustee.

"**Collateral Trust Agreement**" shall mean that certain Collateral Trust Agreement, dated as of the date hereof, by and among the Borrower, the Collateral Agent, the Collateral Trustee, the Senior Notes Trustee and certain other First Lien Secured Parties from time to time party thereto.

"**Collateral Trustee**" shall mean Citibank, N.A., and any permitted successors and assigns.

"**Commitment Parties**" shall mean the "Commitment Parties" as defined in the Engagement and Commitment Letter.

"**Commitments**" shall mean, with respect to each Lender (to the extent applicable), such Lender's Revolving Commitment, Incremental Term B Commitment, Incremental Term C Commitment, Refinancing Term B Commitment, Refinancing Term C Commitment, Replacement Term B Commitment and/or Replacement Term C Commitment.

"**Commodity Exchange Act**" shall mean the Commodity Exchange Act (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"**Commodity Hedging Agreement**" shall mean any agreement, whether financial or physical, (including each transaction or confirmation entered into pursuant to any Master Agreement)

providing for one or more swaps, caps, collars, puts, calls, floors, futures, options, spots, forwards, energy, capacity or generation agreements, agreements involving ancillary services or other attributes with an economic value, agreements involving auction revenue rights, tolling or sale agreements (including, without limitation, power purchase agreements and heat rate call options), fuel or other feedstock purchase, storage or sale agreements, energy management agreements, emissions or other environmental credit purchase or sales agreements, power transmission agreements, fuel or other feedstock transportation agreements, fuel or other feedstock storage agreements, netting agreements (including Netting Agreements), commercial or trading agreements, in each case with respect to, or involving, the purchase, processing, transmission, distribution, sale, exchange, lease, finance, or hedge of any Covered Commodity, price or price indices for any such Covered Commodity, or any other similar agreements (including, without limitation, derivative agreements or arrangements) entered into with respect to the sale or exchange of (or the option to purchase, sell or exchange) transmission, transportation, storage, distribution, processing, lease, or finance, or to manage fluctuations in the price or availability of any Covered Commodity or otherwise hedge or mitigate commercial risk or exposure in connection with any Covered Commodity, and any agreement (including any guarantee, credit sleeve, or similar arrangement) providing for credit support for the foregoing; and, in each case, whether bilateral, over-the-counter, on or through an exchange or other execution facility, on or through a system, platform or portal operated by an ISO or RTO, cleared through a clearing house, clearing organization or clearing agency, or otherwise.

"**Communications**" shall have the meaning provided in Section 13.17(a).

"**Compliance Period**" shall mean a four fiscal quarter period if on the last day of such four fiscal quarter period the sum of (i) the aggregate principal amount of all Revolving Loans then outstanding and (ii) the Revolving Letters of Credit Outstanding (excluding (x) the Stated Amount of up to $50,000,000 of undrawn Revolving Letters of Credit and (y) Cash Collateralized or Backstopped Revolving Letters of Credit) exceeds 35% of the amount of the Total Revolving Commitment.

"**Confidential Information**" shall have the meaning provided in Section 13.16.

"**Confirmation Order**" shall have the meaning provided in the recitals to this Agreement.

"**Consolidated Adjusted EBITDA**" shall mean, for any period, Consolidated Net Income of the Borrower for such period, adjusted by: (A) adding thereto (in each case, to the extent deducted in determining Consolidated Net Income of the Borrower for such period (other than with respect to clauses (7), (11) and (17))), without duplication, the amount of:

(1) total interest expense (inclusive of amortization of premiums, deferred financing fees and other original issue discount and banking fees, charges and commissions (e.g., letter of credit fees and commitment fees, non-cash interest payments, the interest component of Capitalized Lease Obligations, net payments, if any, pursuant to interest rate protection agreements with respect to Indebtedness, the interest component of any pension or other post-employment benefit expense)) of the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such period;

(2) (x) provision for taxes based on income, profits or capital and such federal, foreign, state, local, withholding taxes and franchise, state single business unitary and similar taxes and excise taxes paid or accrued during such period (including, in each case, in respect of repatriated funds and any penalties and interest related to such taxes) for the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such period and (y) the dollar

amount of production tax credits generated by or otherwise available to the Borrower and its Restricted Subsidiaries for such period;

(3) all depreciation and amortization expense of the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such period, including but not limited to amortization or impairment of intangibles (including, but not limited to goodwill), non-cash write offs of debt discounts and debt issuances, non-cash costs and commissions, non-cash discounts and other non-cash fees and charges with respect to Indebtedness and Hedging Agreements;

(4) extraordinary, unusual or non-recurring charges, or expenses or losses (including unusual or non-recurring expenses) of the Borrower and its Restricted Subsidiaries during such period including, without limitation, costs of and payments of legal settlements, fines, judgments or orders;

(5) the amount of all other non-cash charges, losses or expenses (including non-cash employee and officer equity compensation expense (including stock and stock options), and expenses related to employee retention plans, employee benefit or management compensation plans, or asset write-offs, write-ups or write-downs) of the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such period (but excluding any additions to bad debt reserves or bad debt expense and any non-cash charge to the extent it represents amortization of a prepaid cash item that was paid in a prior period);

(6) cash restructuring costs, charges or reserves, including any restructuring costs and integration costs incurred in connection with the Transactions, any Permitted Reorganization Transaction, any Permitted Spin-Out Transaction, acquisitions permitted under this Agreement or Dispositions or other Specified Transactions and such costs related to the closure and/or consolidation of facilities or plants, retention charges, contract termination costs, recruiting, relocation, severance and signing bonuses and expenses, transaction fees and expenses (including professional and underwriting fees), and consulting fees and any one-time expenses relating to enhanced accounting function, costs incurred in connection with any non-recurring strategic initiatives, costs incurred in connection with acquisitions and non-recurring intellectual property development after the Closing Date, other business optimization expenses (including costs and expenses relating to business optimization programs and new systems design and implementation costs), Public Company Costs, costs related to the implementation of operational and reporting systems and technology initiatives, project start-up costs or any other costs incurred in connection with any of the foregoing;

(7) the amount of expected cost savings, operating expense reductions and synergies projected by the Borrower in good faith to be realizable in connection with specified actions (including, to the extent applicable, resulting from the Transactions), operating improvements, restructurings, cost saving initiatives and other similar initiatives (calculated on a Pro Forma Basis as though such cost savings, operating expense reductions, synergies, operating improvements, restructurings and cost savings initiatives had been realized on the first day of such period and as if such cost savings, operating expense reductions, synergies, operating improvements, restructurings, cost savings initiatives and other similar initiatives were realized during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; provided that (A) a duly completed Officer's Certificate of the Borrower shall be delivered to the Administrative Agent together with the Officer's Certificate required to be delivered pursuant to Section 9.1(c), certifying that such cost savings, operating expense

reductions, synergies, operating improvements, restructurings, cost savings initiatives and other similar initiatives (x) are reasonably identifiable and factually supportable in the good faith judgment of the Borrower and (y) result from actions which have been taken or with respect to which substantial steps have been taken or are expected to be taken no later than 24 months following the consummation of the applicable transaction or initiative and (B) no cost savings, operating expense reductions or synergies shall be added pursuant to this clause (7) to the extent duplicative of any expenses or charges otherwise added to Consolidated Adjusted EBITDA, whether through a pro forma adjustment or otherwise, for such period; provided, further, that amounts added back pursuant to this clause (7) shall not, when taken together with any add-backs pursuant to clause (8) below, account for more than 25% of Consolidated Adjusted EBITDA in any period (calculated before giving effect to any such add-backs and adjustments);

(8) costs, charges, accruals, reserves or expenses, including retention charges, contract termination costs, recruiting, relocation, severance and signing bonuses and expenses, transaction fees and expenses (including professional and underwriting fees), consulting fees, modifications to pension and post-retirement employee benefit plans and any one-time expenses relating to enhanced accounting function, costs incurred in connection with any non-recurring strategic initiatives, costs incurred in connection with acquisitions and non-recurring intellectual property development after the Closing Date, other business optimization expenses (including software development costs, transition costs and costs related to the closure or consolidation of facilities or plants and curtailments, costs related to entry into new markets, new systems design and implementation costs and project start-up costs) or any other costs incurred in connection with any of the foregoing; provided that amounts added back pursuant to this clause (8) shall not, when taken together with any add-backs pursuant to clause (7) above, account for more than 25% of Consolidated Adjusted EBITDA in any period (calculated before giving effect to any such add-backs and adjustments);

(9) other accruals, up-front fees, transaction costs, commissions, expenses, premiums or charges related to the Transactions, including fees, costs and expenses of any counsel, consultants or other advisors; any Equity Offering, permitted investment, acquisition, disposition, recapitalization or incurrence, repayment, amendment or modification of Indebtedness permitted by this Agreement (whether or not successful, and including costs and expenses of the Administrative Agent and Lenders that are reimbursed) and up-front or financing fees, transaction costs, commissions, expenses, premiums or charges related to the Transactions and any non-recurring merger or business acquisition transaction costs incurred during such period (in each case whether or not successful);

(10) expenses to the extent covered by contractual indemnification, insurance or refunding provisions in favor of the Borrower or any of its Restricted Subsidiaries and actually paid by such third parties, or, so long as Borrower has made a determination that a reasonable basis exists for payment and only to the extent that such amount is in fact paid within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so paid within such 365 days);

(11) to the extent covered by business interruption insurance and actually reimbursed or otherwise paid, expenses or losses relating to business interruption or any expenses or losses that are covered by indemnification or other reimbursement provisions in connection with any Investment, acquisition or any sale, conveyance, transfer or other disposition of assets, in each case, permitted under this Agreement, so long as the Borrower has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such

amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days);

(12) losses on sales or dispositions of assets outside the ordinary course of business (including, with-out limitation, asset retirement costs);

(13) effects of adjustments in the consolidated financial statements of the Borrower pursuant to GAAP (including, without limitation, in the inventory, property and equipment, goodwill, software, intangible assets, in-process research and development, deferred revenue and debt line items thereof) resulting from the application of recapitalization accounting or purchase accounting, as the case may be, in relation to the Transactions, any Permitted Reorganization Transaction, any Permitted Spin-Out Transaction or any acquisition permitted under this Agreement or the amortization or write-off of any amounts thereof;

(14) adjustments on upfront premiums received or paid by the Borrower and its Restricted Subsidiaries for financial options in periods other than the strike periods;

(15) losses (reduced by any gains) attributable to the movement of the mark-to-market valuation of obligations under hedging agreements or other derivative instruments pursuant to FASB Accounting Standards Codification No. 815 — Derivatives and Hedging;

(16) Expenses Relating to a Unit Outage (if positive); provided that the only Expenses Relating to a Unit Outage that may be included as Consolidated Adjusted EBITDA shall be, without duplication, (A) up to $115,000,000 per Fiscal Year of Expenses Relating to a Unit Outage incurred within the first 12 months of any planned or unplanned outage or Operations Failure of any Unit by reason of any action by any regulatory body or other Governmental Authority or to comply with any Applicable Law, (B) up to $70,000,000 per Fiscal Year of Expenses Relating to a Unit Outage incurred within the first 12 months of any planned outage of any Unit for purposes of expanding or upgrading such Unit and (C) solely for the purposes of calculating "Consolidated Adjusted EBITDA" for purposes of Section 10.9, all Expenses Relating to a Unit Outage incurred within the first 12 months of any unplanned outage or Operations Failure of any Unit; and

(17) the proceeds of any business interruption insurance (to the extent not included in Consolidated Net Income for such period) and, without duplication of such amounts, all EBITDA Lost as a Result of a Unit Outage and all EBITDA Lost as a Result of a Grid Outage less, in all such cases, the absolute value of Expenses Relating to a Unit Outage (if negative); provided that the amount calculated pursuant to this clause (17) shall not be less than zero;

and (B) subtracting therefrom (in each case, to the extent included in determining Consolidated Net Income of the Borrower for such period (other than with respect to clause (i))) the amount of (i) all cash payments or cash charges made (or incurred) by the Borrower or any of its Restricted Subsidiaries for such period on account of any non-cash charges added back to Consolidated Adjusted EBITDA in a previous period, (ii) income and gain items corresponding to those referred to in clauses (A)(4), (A)(5) and (A)(12) above (other than the accrual of revenue in the ordinary course), (iii) gains related to pensions and other post-employment benefits and (iv) federal, state, local and foreign income tax credits (except as provided in clause (A)(2)(y) above);

provided that:

(A) to the extent included in Consolidated Net Income of the Borrower for such period, there shall be excluded in determining Consolidated Adjusted EBITDA (x) currency translation gains and losses related to currency re-measurements of Indebtedness or intercompany balances and (y) gains or losses on Hedging Agreements;

(B) to the extent included in Consolidated Net Income of the Borrower for such period, there shall be excluded in determining Consolidated Adjusted EBITDA for any period any adjustments resulting from the application of Statement of Financial Accounting Standards No. 133 and International Accounting Standard No. 39 and their respective related pronouncements and interpretations;

(C) there shall be included in determining Consolidated Adjusted EBITDA for any period, without duplication, (A) the Acquired EBITDA of any Person or business, or attributable to any property, assets, division or line of business acquired by the Borrower or any Restricted Subsidiary during such period (or any property, assets, division or line of business subject to a letter of intent or purchase agreement at such time) (but not the Acquired EBITDA of any related Person or business or any Acquired EBITDA attributable to any property, assets, division or line of business, in each case to the extent not so acquired) to the extent not subsequently sold, transferred, abandoned or otherwise disposed by the Borrower or such Restricted Subsidiary (each such Person, property, assets, division or line of business acquired and not subsequently so disposed of, an "***Acquired Entity or Business***") and the Acquired EBITDA of any Unrestricted Subsidiary or Excluded Project Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "***Converted Restricted Subsidiary***"), in each case based on the actual Acquired EBITDA of such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) and (B) an adjustment in respect of each Pro Forma Entity equal to the amount of the Pro Forma Adjustment with respect to such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition), in each case, other than with respect to calculations for purposes of determining Revolving Commitment Fee Rate, Applicable ABR Margin and Applicable SOFR Margin or relating to compliance with Section 10.9 to the extent such acquisition occurred after the end of such period);

(D) to the extent included in Consolidated Adjusted EBITDA, there shall be excluded in determining Consolidated Adjusted EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than an Unrestricted Subsidiary or Excluded Project Subsidiary) sold, transferred, abandoned or otherwise disposed of, closed or classified as discontinued operations by the Borrower or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold, transferred, abandoned or otherwise disposed of, or closed or so classified, a "***Disposed Entity or Business***"), and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "***Converted Unrestricted Subsidiary***") and any Restricted Subsidiary that is converted into an Excluded Project Subsidiary during such period (each, a "***Converted Excluded Project Subsidiary***"), in each case based on the actual Disposed EBITDA of such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition, closure, classification or conversion), in each case, other than with respect to calculations for purposes of determining Applicable ABR Margin and Applicable SOFR Margin or relating to compliance with Section 10.9 to the extent such sale, transfer, disposition, closure, classification or other conversion occurred after the end of such period.

Notwithstanding the above, the Consolidated Adjusted EBITDA of the Borrower for the fiscal quarter ended (in each case, subject to pro forma adjustments for transactions occurring after the Closing Date in accordance with Section 1.3(c)):

June 30, 2022 will be deemed to be:	$80,200,000
September 30, 2022 will be deemed to be:	$257,500,000
December 31, 2022 will be deemed to be:	$151,200,000
March 31, 2023 will be deemed to be:	$328,600,000

"**Consolidated First Lien Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) the sum, without duplication, of (i) Consolidated Secured Debt that is secured by a Lien on the Collateral that is *pari passu* with the Liens securing the Obligations and (ii) Consolidated Secured Debt of the type described in clause (ii) of the definition thereof, in each case as of such date of determination to (b) Consolidated Adjusted EBITDA for the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) have been delivered.

"**Consolidated Interest Expense**" shall mean, with respect to any Person for any period, the consolidated cash interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, the interest component of any deferred payment obligations, the interest component of all payments associated with Capitalized Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments or receipts (if any) pursuant to interest rate Hedging Obligations, but not including amortization of original issue discount, deferred financing costs and other non-cash interest payments), net of cash interest income. For purposes of the foregoing, interest expense shall be determined after giving effect to any net payments made or received by the Borrower or any Restricted Subsidiary with respect to any interest rate hedging agreements.

"**Consolidated Net Income**" shall mean, with respect to any specified Person for any period, the aggregate of the Net Income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided that:

(1) for any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting, the amount of dividends or similar distributions (including pursuant to other intercompany payments but excluding cash distributions made concurrently with any Investment in such Person from the Borrower or a Restricted Subsidiary) paid in cash to the specified Person or a Restricted Subsidiary of the Person shall be included;

(2) solely for the purpose of determining the Applicable Amount, the Net Income of any Restricted Subsidiary that is not a Subsidiary Guarantor will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(3) the cumulative effect of a change in accounting principles will be excluded;

(4) any net after-tax non-recurring or unusual gains, losses (less all fees and expenses relating thereto) or other charges or revenue or expenses (including, without limitation, relating to severance, relocation and one-time compensation charges) shall be excluded;

(5) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights to officers, directors or employees shall be excluded, whether under FASB 123R or otherwise;

(6) any net after-tax income (loss) from disposed or discontinued operations and any net after-tax gains or losses on disposal of disposed or discontinued operations shall be excluded;

(7) any gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions shall be excluded;

(8) any impairment charge or asset write-off pursuant to Financial Accounting Statement No. 142 and No. 144 or any successor pronouncement shall be excluded;

(9) the effects of all adjustments (including the effects of such adjustments pushed down to the Borrower and its Restricted Subsidiaries) in the Borrower's consolidated financial statements pursuant to GAAP, net of taxes, resulting from the application of fresh start accounting principles as a result of the Case or the Debtors' consummation of the Plan shall be excluded; and

(10) restructuring-related or other similar charges, fees, costs, commissions and expenses or other charges incurred during such period in connection with this Agreement, the other Credit Documents, the Credit Facilities, the 2023 Notes, the Barclays Facility, the Case, any reorganization plan in connection with the Case, and any and all transactions contemplated by the foregoing, including the write-off of any receivables, the termination or settlement of executory contracts, professional and accounting costs fees and expenses, management incentive, employee retention or similar plans (in each case to the extent such plan is approved by the Bankruptcy Court to the extent required), litigation costs and settlements, asset write-downs, income and gains recorded in connection with the corporate reorganization of the Debtors shall, in each case, be excluded.

In addition, to the extent not already included in Consolidated Net Income of the Borrower and its Restricted Subsidiaries, Consolidated Net Income shall include (x) the amount of proceeds received from business interruption insurance in respect of expenses, charges or losses with respect to business interruption, (y) reimbursements of any expenses or charges that are actually received and covered by indemnification or other reimbursement provisions, in each case, to the extent such expenses, charges or losses were deducted in the calculation of Consolidated Net Income, and (z) the purchase accounting effects of adjustments (including the effects of such adjustments pushed down to the Borrower and its Restricted Subsidiaries) in component amounts required or permitted by GAAP (including in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue and debt line items thereof) and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and its Restricted Subsidiaries) as a result of any acquisition or other similar investment permitted under this Agreement, or the amortization or write-off of any amounts thereof.

"**Consolidated Secured Debt**" shall mean, as of any date of determination, Consolidated Total Debt at such date which either (i) is secured by a Lien on the Collateral (and other assets of the Borrower or any Restricted Subsidiary pledged to secure the Obligations pursuant to Section 10.2(cc)) or

(ii) constitutes Capitalized Lease Obligations or purchase money Indebtedness of the Borrower or any Restricted Subsidiary that is secured by a Lien on any assets of Borrower or Restricted Subsidiary.

"**Consolidated Secured Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) Consolidated Secured Debt as of such date of determination to (b) Consolidated Adjusted EBITDA for the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) have been delivered.

"**Consolidated Total Assets**" shall mean, as of any date of determination, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption), after intercompany eliminations, on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries for the most recent Fiscal Year or fiscal quarter, as applicable, for which financial statements described in Section 9.1(a) or (b) have been delivered (or, if such date of determination is a date prior to the first date on which such consolidated balance sheet has been (or is required to have been) delivered pursuant to Section 9.1, on the pro forma financial statements delivered pursuant to Section 6.11 (and, in the case of any determination relating to any Specified Transaction, on a Pro Forma Basis including any property or assets being acquired in connection therewith)).

"**Consolidated Total Debt**" shall mean, as of any date of determination, (a) (x) (i) the aggregate outstanding principal amount of all Indebtedness of the types described in clause (a) (solely to the extent such Indebtedness matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the sole option of the Borrower or any Restricted Subsidiary, to a date more than one year from the date of its creation), clause (d) (but, in the case of clause (d), only to the extent of any unreimbursed drawings under any letter of credit which are not cash collateralized or backstopped) and clause (f) of the definition thereof, in each case actually owing by the Borrower and the Restricted Subsidiaries on such date and to the extent appearing on the balance sheet of the Borrower determined on a consolidated basis in accordance with GAAP and (ii) purchase money Indebtedness (and excluding, for the avoidance of doubt, Hedging Obligations and Cash Management Obligations) of the Borrower and its Restricted Subsidiaries and (y) Guarantee Obligations of the Borrower and its Restricted Subsidiaries for the benefit of any Person (other than of the Borrower or any Restricted Subsidiary) of the type described in clause (x) above minus (b) the aggregate amount of all Unrestricted Cash minus (c) amounts in the Term C Collateral Accounts, if any minus (d) cash and cash equivalents of the Borrower and its Restricted Subsidiaries that are restricted in favor of the Credit Facilities or the Barclays Facility whether or not held in a pledged account.

"**Consolidated Total Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) Consolidated Total Debt as of such date of determination to (b) Consolidated Adjusted EBITDA for the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) have been delivered.

"**Contingent Obligation**" shall mean indemnification Obligations and other similar contingent Obligations for which no claim has been made in writing (but excluding, for the avoidance of doubt, amounts available to be drawn under Letters of Credit).

"**Contractual Requirement**" shall have the meaning provided in Section 8.3.

"**Converted Excluded Project Subsidiary**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA".

"**Converted Restricted Subsidiary**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA".

"**Converted Unrestricted Subsidiary**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA".

"**Corrective Extension Amendment**" shall have the meaning provided in Section 2.15(c).

"**Corresponding Loan Amount**" shall have the meaning provided in Section 12.14(c).

"**Corresponding Tenor**" with respect to any Available Tenor shall mean, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"**Covered Commodity**" shall mean any energy, electricity, generation, capacity, power, heat rate, congestion, natural gas, natural gas liquids, nuclear fuel (including enrichment, conversion and fabrication rights), diesel fuel, fuel oil, other petroleum-based liquids, coal, lignite, feedstock, weather, emissions, carbon, renewable energy and other environmental credits, waste by-products, "cap and trade" related credits, or any other energy related commodity or service (including ancillary services, attributes with an economic value, and related risks (such as location basis)).

"**Credit Documents**" shall mean this Agreement, the Guarantee, the Security Documents, the Collateral Trust Agreement, each Letter of Credit and any promissory notes issued by the Borrower hereunder, provided that, for the avoidance of doubt, Cash Management Agreements, Secured Cash Management Agreements, Hedging Agreements and Secured Hedging Agreements shall not be Credit Documents.

"**Credit Event**" shall mean and include the making (but not the conversion or continuation) of a Loan and the issuance of a Letter of Credit.

"**Credit Facility**" shall mean any category of Commitments and extensions of credit thereunder.

"**Credit Party**" shall mean each of the Borrower, each of the Subsidiary Guarantors and each other Restricted Subsidiary of the Borrower that is a guarantor under the Guarantee.

"**Creditors' Committee**" shall mean the "Creditors' Committee" as defined in the Plan.

"**Cure Amount**" shall have the meaning provided in Section 11.14(a).

"**Cure Period**" shall have the meaning provided in Section 11.14(a).

"**Cure Right**" shall have the meaning provided in Section 11.14(a).

"**Daily Simple SOFR**" shall mean, for any day (such day, a "**SOFR Rate Day**"), a rate per annum equal to SOFR for the day (such day, a "**SOFR Determination Date**") that is two (2) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"**Debt Incurrence Prepayment Event**" shall mean any issuance or incurrence by the Borrower or any of the Restricted Subsidiaries of any Indebtedness (other than as permitted to be issued or incurred under Section 10.1).

"**Debtors**" shall have the meaning provided in the recitals to this Agreement.

"**Declined Proceeds**" shall have the meaning provided in Section 5.2(h).

"**Default**" shall mean any event, act or condition that, with notice or lapse of time or both, would constitute an Event of Default.

"**Default Rate**" shall have the meaning provided in Section 2.8(c).

"**Defaulting Lender**" shall mean any Lender with respect to which a Lender Default is in effect.

"**Deferred Net Cash Proceeds**" shall have the meaning provided such term in the definition of "Net Cash Proceeds".

"**Deferred Net Cash Proceeds Payment Date**" shall have the meaning provided such term in the definition of "Net Cash Proceeds".

"**Depositary Bank**" shall have the meaning provided in Section 3.9.

"**Designated Non-Cash Consideration**" shall mean the fair market value of non-cash consideration received by the Borrower or any Restricted Subsidiary in connection with a Disposition pursuant to Section 10.4(b) that is designated as Designated Non-Cash Consideration pursuant to a certificate of an Authorized Officer of the Borrower, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash within 180 days following the consummation of the applicable Disposition). A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with Section 10.4.

"**Disposed EBITDA**" shall mean, with respect to any Disposed Entity or Business, any Converted Unrestricted Subsidiary or any Converted Excluded Project Subsidiary for any period, the amount for such period of Consolidated Adjusted EBITDA of such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary (determined as if references to the Borrower and the Restricted Subsidiaries in the definition of Consolidated Adjusted EBITDA were references to such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary, as applicable, and its respective Restricted Subsidiaries), all as determined on a consolidated basis for such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary, as the case may be.

"**Disposed Entity or Business**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA".

"**Disposition**" shall have the meaning provided in Section 10.4.

"**Disqualified Institutions**" shall mean (a) competitors of the Borrower or any of its Subsidiaries that are identified by the Borrower in writing to the Lead Arrangers on or prior to the Closing

Date or to the Administrative Agent after the Closing Date, (b) certain banks, financial institutions, other institutional lenders and investors and other entities that are identified by the Borrower in writing to the Joint Lead Arrangers on or prior to April 20, 2023 party to the Engagement and Commitment Letter on such date or (iii) any affiliate of any person identified in clause (a) or (b) that is reasonably identifiable as such on the basis of such affiliate's name or otherwise identified in writing by the Borrower to the Administrative Agent from time to time (other than any bona fide debt fund affiliate); provided that no such identification after the date of a relevant assignment shall apply retroactively to disqualify any person that has previously, and properly, acquired (and continues to hold) an assignment or participation of an interest in any of the Credit Facilities with respect to amounts previously acquired and (c) any Defaulting Lender. The list of all Disqualified Institutions set forth in clauses (a) and (b) shall be made available to any Lender upon its written request.

"**Disqualified Stock**" shall mean, with respect to any Person, any Stock or Stock Equivalents of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely for Stock or Stock Equivalents that is not Disqualified Stock), other than as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of such change of control, asset sale or similar event shall be subject to the prior repayment in full of the Loans and all other Obligations (other than Hedging Obligations under Secured CA Hedging Agreements, Cash Management Obligations under Secured CA Cash Management Agreements or Contingent Obligations and the termination of the Commitments), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of such change of control, asset sale or similar event shall be subject to the prior repayment in full of the Loans and all other Obligations (other than Hedging Obligations under Secured CA Hedging Agreements, Cash Management Obligations under Secured CA Cash Management Agreements or Contingent Obligations and the termination of the Commitments), in whole or in part, in each case prior to the date that is ninety-one (91) days after the Latest Maturity Date; provided that, if such Stock or Stock Equivalents are issued to any plan for the benefit of employees of the Borrower or any of its Subsidiaries or by any such plan to such employees, such Stock or Stock Equivalents shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower (or any direct or indirect parent company thereof) or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations; provided, further, that any Stock or Stock Equivalents held by any present or former employee, officer, director, manager or consultant, of the Borrower, any of its Subsidiaries or any of its direct or indirect parent companies or any other entity in which the Borrower or any Restricted Subsidiary has an Investment and is designated in good faith as an "affiliate" by the Board of Directors of the Borrower, in each case pursuant to any stockholders' agreement, management equity plan or stock incentive plan or any other management or employee benefit plan or agreement or otherwise in order to satisfy applicable statutory or regulatory obligations or as a result of the termination, death or disability of such employee, officer, director, manager or consultant shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower or any of its Subsidiaries.

"**Dividends**" or "**dividends**" shall have the meaning provided in Section 10.6.

"**Dollars**" and "**$**" shall mean dollars in lawful currency of the United States of America.

"**Domestic Subsidiary**" shall mean each Subsidiary of the Borrower that is organized under the laws of the United States or any state thereof, or the District of Columbia.

"**Drawing**" shall have the meaning provided in Section 3.4(b).

"**EBITDA Lost as a Result of a Grid Outage**" shall mean, to the extent that any transmission or distribution lines go out of service (in connection with weather related events or otherwise), (x) the revenue not actually earned by the Borrower and its Restricted Subsidiaries that would otherwise have been earned (based on the good faith determination of the Borrower) with respect to any Unit within the first 12 month period that such transmission or distribution lines were out of service had such transmission or distribution lines not been out of service during such period and (y) the amount of any penalties or bonuses that are paid by the Borrower and its Restricted Subsidiaries as a result of such outage.

"**EBITDA Lost as a Result of a Unit Outage**" shall mean, to the extent that any Unit (i) is out of service as a result of any unplanned outage or shut down (in connection with weather related events or otherwise) or (ii) is prevented from operating at normal capacity due to extraordinary weather or other unplanned and extraordinary conditions that cause the Unit not to be able to operate at normal capacity (such failure described in this clause (ii), an "**Operations Failure**"), (x) the revenue not actually earned by the Borrower and its Restricted Subsidiaries that would otherwise have been earned (based on the good faith determination of the Borrower) with respect to any such Unit during the first 12 month period of any such outage, shut down or Operations Failure had such Unit not been out of service or in Operations Failure during such period and (y) the amount of any penalties or bonuses that are paid by the Borrower and its Restricted Subsidiaries as a result of such outage or Operations Failure.

"**EEA Financial Institution**" shall mean (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**" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EEA Resolution Authority**" shall mean 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.

"Employee Benefit Plan" shall mean an employee benefit plan (as defined in Section 3(3) of ERISA), other than a Foreign Plan, that is maintained or contributed to by a Credit Party (or, with respect to an employee benefit plan subject to Title IV of ERISA, any ERISA Affiliate).

"**Engagement and Commitment Letter**" shall mean that certain amended and restated engagement and commitment letter, dated April 28, 2023, among the Borrower and the Commitment Parties.

"**Environmental CapEx**" shall mean Capital Expenditures and other costs deemed reasonably necessary by the Borrower or any Restricted Subsidiary, or otherwise undertaken voluntarily by the Borrower or any Restricted Subsidiary, to comply with, or in anticipation of having to comply with, applicable Environmental Laws, or Capital Expenditures otherwise undertaken voluntarily by the Borrower or any Restricted Subsidiary in connection with environmental matters.

"**Environmental CapEx Debt**" shall mean Indebtedness of the Borrower or its Restricted Subsidiaries incurred for the purpose of financing Environmental CapEx.

"**Environmental Claims**" shall mean any and all written actions, suits, proceedings, orders, decrees, demands, demand letters, claims, liens, notices of noncompliance, violation or potential responsibility or investigation (other than reports prepared by or on behalf of the Borrower or any other Subsidiary of the Borrower (a) in the ordinary course of such Person's business or (b) as required in connection with a financing transaction or an acquisition or disposition of Real Estate), in each case, materially relating to any applicable Environmental Law or any permit issued, or any approval given, under any applicable Environmental Law (hereinafter, "**Claims**"), including (i) any and all Claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief relating to the presence, release or threatened release into the environment of Hazardous Materials or arising from alleged injury or threat of injury to human health or safety (in each case, to the extent relating to human exposure to Hazardous Materials), or to the environment, including ambient air, indoor air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands.

"**Environmental Law**" shall mean any applicable federal, state, foreign or local statute, law, rule, regulation, ordinance, code or rule of common law now (or, with respect to any post-Closing Date requirements of the Credit Documents, hereafter in effect), in each case as amended, and any legally binding judicial or administrative interpretation thereof, including any legally binding judicial or administrative order, consent decree or judgment, relating to the protection of the environment, including ambient air, indoor air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands, or to human health or safety (in each case, to the extent relating to human exposure to Hazardous Materials), or Hazardous Materials.

"**Equity Offering**" shall mean any public or private sale of common stock or Preferred Stock of the Borrower or any of its direct or indirect parent companies (excluding Disqualified Stock), other than: (a) public offerings with respect to the Borrower's or any direct or indirect parent company's common stock registered on Form S-8; (b) issuances to any Subsidiary of the Borrower or any such parent; and (c) any Cure Amount.

"**Equity Rights Offering**" shall have the meaning provided in the recitals to this Agreement.

"**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time. Section references to ERISA are to ERISA as in effect on the Closing Date and any subsequent provisions of ERISA amendatory thereof, supplemental thereto or substituted therefor.

"**ERISA Affiliate**" shall mean each person (as defined in Section 3(9) of ERISA) that together with the Borrower or any Restricted Subsidiary of the Borrower would be deemed to be a "single employer" within the meaning of Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"**ERISA Event**" shall mean (i) the failure of any Employee Benefit Plan to comply with any provisions of ERISA and/or the Code or with the terms of such Employee Benefit Plan; (ii) any Reportable Event; (iii) the existence with respect to any Employee Benefit Plan of a non-exempt Prohibited Transaction; (iv) any failure by any Benefit Plan to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Benefit Plan, whether or not waived; (v) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Benefit Plan; (vi) the occurrence of any event or condition which would reasonably be expected to constitute grounds under

Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Benefit Plan or the incurrence by any Credit Party or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Benefit Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Benefit Plan; (vii) the receipt by any Credit Party or any of its ERISA Affiliates from the PBGC or a plan administrator of any written notice to terminate any Benefit Plan under Section 4042(a) of ERISA or to appoint a trustee to administer any Benefit Plan under Section 4042(b)(1) of ERISA; (viii) the incurrence by any Credit Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Benefit Plan (or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA) or Multiemployer Plan; or (ix) the receipt by any Credit Party or any of its ERISA Affiliates of any notice concerning the imposition on it of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, Insolvent, or terminated (within the meaning of Section 4041A of ERISA).

"**Erroneous Payment Return Deficiency**" shall have the meaning provided in Section 12.14(c).

"**Erroneous Payment**" shall have the meaning provided in Section 12.14(a).

"**EU Bail-In Legislation Schedule**" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" shall have the meaning provided in Section 11.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Rate**" shall mean on any day with respect to any currency, the rate at which such currency may be exchanged into any other currency, as set forth at approximately 11:00 a.m. (London time) on such day on the Reuters World Currency Page for such currency. In the event that such rate does not appear on any Reuters World Currency Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower, or, in the absence of such agreement, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 10:00 a.m., local time, on such date for the purchase of the relevant currency for delivery two Business Days later.

"**Excluded Affiliates**" shall mean members of any Joint Lead Arranger or any of its affiliates that are engaged as principals primarily in private equity, mezzanine financing or venture capital or are known by the Joint Lead Arrangers to be engaged in advising creditors receiving distributions in connection with the Plan or any other Person involved in the negotiation of the Plan (other than the Borrower any direct or indirect parent of the Borrower and its Subsidiaries), including through the provision of advisory services other than a limited number of senior employees who are required, in accordance with industry regulations or such Joint Lead Arranger's internal policies and procedures to act in a supervisory capacity and the Joint Lead Arrangers' internal legal, compliance, risk management, credit or investment committee members.

"**Excluded Collateral**" shall mean (a) Excluded Stock and Stock Equivalents and (b) Excluded Property.

"**Excluded Information**" shall have the meaning provided in Section 13.6.

"**Excluded Project Subsidiary**" shall mean (a) any Non-Recourse Subsidiary of the Borrower that is formed or acquired after the Closing Date; provided that at such time (or promptly thereafter) the Borrower designates such Subsidiary an "Excluded Project Subsidiary" in a written notice to the Administrative Agent, (b) any Restricted Subsidiary subsequently designated as an "Excluded Project Subsidiary" by the Borrower in a written notice to the Administrative Agent and (c) each Restricted Subsidiary of an Excluded Project Subsidiary; provided that in the case of clauses (a) and (b), (x) such designation shall be deemed to be an Investment (or reduction in an outstanding Investment, in the case of a designation of an Excluded Project Subsidiary as a Restricted Subsidiary, to the extent not resulting in an increase to the Applicable Amount) on the date of such designation in an amount equal to the net book value of the investment therein and such designation shall be permitted only to the extent permitted under Section 10.5 on the date of such designation, (y) no Event of Default exists or would result from such designation after giving Pro Forma Effect thereto and (z) in the case of (b), the Restricted Subsidiary to be so designated as an Excluded Project Subsidiary, does not (directly or indirectly through its Subsidiaries) at such time own any Stock of, or own or hold any Lien on any property of, the Borrower or any of its Restricted Subsidiaries. No Restricted Subsidiary may be designated as an Excluded Project Subsidiary if, after such designation, it would be a "Restricted Subsidiary" for the purpose of (or otherwise subject to the covenants governing) any Material Indebtedness for borrowed money that is secured on a pari passu basis with the Credit Facilities. The Borrower may, by written notice to the Administrative Agent, re-designate any Excluded Project Subsidiary as a Restricted Subsidiary, and thereafter, such Subsidiary shall no longer constitute an Excluded Project Subsidiary, but only if (x) to the extent such Subsidiary has outstanding Indebtedness on the date of such designation, immediately after giving effect to such designation, the Borrower shall be in compliance, on a Pro Forma Basis, after giving effect to the incurrence of such Indebtedness, with the covenant set forth in Section 10.9 (to the extent such covenant is then required to be tested) and (y) no Event of Default exists or would result from such re-designation. If, at any time, any Excluded Project Subsidiary remains a Restricted Subsidiary of the Borrower, but fails to meet the requirements set forth in the definition of "Non-Recourse Subsidiary", it will thereafter cease to be an Excluded Project Subsidiary for the purposes of this Agreement and, unless it is, or has been, designated as an Unrestricted Subsidiary at or prior to the time of such failure, such Subsidiary shall be deemed to be a Restricted Subsidiary for all purposes of this Agreement and the other Credit Documents and any then outstanding Indebtedness of such Subsidiary that would otherwise only have been permitted to have been incurred by an Excluded Project Subsidiary will be deemed to be incurred by a Restricted Subsidiary that is not an Excluded Project Subsidiary as of such date.

"**Excluded Property**" shall mean (i) a security interest or Lien pursuant to this Agreement or any other Credit Document in the applicable Credit Party's right, title or interest in any property that could result in material adverse accounting or regulatory consequences, as reasonably determined by the Borrower in consultation with the Administrative Agent, (ii) any vehicles, airplanes and other assets subject to certificates of title; (iii) letter-of-credit rights (other than supporting obligations); (iv) any property subject to a Permitted Lien securing a purchase money agreement, Capital Lease or similar arrangement permitted under this Agreement to the extent, and for so long as, the creation of a security interest therein is prohibited thereby (or otherwise requires consent, provided that there shall be no obligation to seek such consent) or creates a right of termination or favor of a third party, in each case, excluding the proceeds and receivables thereof to the extent not otherwise constituting Excluded Property; (v) (x) all leasehold interests in real property (including, for the avoidance of doubt, any requirement to obtain any landlord or other third party waivers, estoppels, consents or collateral access letters in respect of such leasehold interests) and (y) any parcel of Real Estate and the improvements thereto owned in fee by a Credit Party with a fair market value of less than $20,000,000 (determined by the Borrower in good faith as of the Closing Date (or, if later, at the time of acquisition or contribution thereof)) (but not any Collateral located thereon) or any parcel of Real Estate and the improvements thereto owned in fee by a Credit Party outside the United States; (vi) any "intent to use" trademark application filed and accepted in the United States Patent and

Trademark Office unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office to the extent, if any, that, and solely during the period, if any, in which the grant of security interest therein could impair the validity or enforceability of such "intent to use" trademark application under federal law; (vii) any charter, permit, franchise, authorization, lease, license or agreement, in each case, only to the extent and for so long as the grant of a security interest therein (or the assets subject thereto) by the applicable Credit Party (w) would result in the creation of a security interest thereunder or create a right of termination in favor of any party thereto, (x) would violate, or would invalidate, such charter, permit, franchise, authorization, lease, license, or agreement or (y) would give any party (other than a Credit Party) to any such charter, permit, franchise, authorization, lease, license or agreement the right to terminate its obligations thereunder or (z) is permitted under such charter, permit, franchise, lease, license or agreement only with consent of the parties thereto (other than consent of a Credit Party) and such necessary consents to such grant of a security interest have not been obtained (it being understood and agreed that no Credit Party or Restricted Subsidiary has any obligation to obtain such consents) other than, in each case referred to in clauses (x) and (y) and (z), as would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction, in each case excluding the proceeds and receivables thereof which are not otherwise Securitization Assets; (viii) any Commercial Tort Claim (as defined in the Security Agreement) for which no claim has been made or with a value of less than $25,000,000 for which a claim has been made; (ix) any Excluded Stock and Stock Equivalents; (x) assets of Unrestricted Subsidiaries, Excluded Project Subsidiaries, Immaterial Subsidiaries (other than, in the case of Immaterial Subsidiaries, to the extent a perfected security interest therein can be obtained by filing a UCC-1 financing statement), Captive Insurance Subsidiaries and special purposes entities, including any Receivables Entity or any Securitization Subsidiary; (xi) any assets with respect to which, the Borrower and the Administrative Agent reasonably determine, the cost or other consequences of granting a security interest or obtaining title insurance in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom; (xii) any assets with respect to which granting a security interest in such assets in favor of the Secured Parties under the Security Documents could reasonably be expected to result in a material adverse tax or regulatory consequence as reasonably determined by the Borrower in consultation with the Administrative Agent; (xiii) any margin stock; (xiv) Receivables Facility Assets in connection with a Permitted Receivables Financing or Securitization Assets in connection with a Qualified Securitization Financing; (xv) amounts payable to any Credit Party that such Credit Party is collecting on behalf of Persons that are not Credit Parties; (xvi) any assets with respect to which granting a security interest in such assets is prohibited by or would violate law, treaty, rule, or regulation (including regulations adopted by FERC and/or the Nuclear Regulatory Commission) or determination of an arbitrator or a court or other Governmental Authority or which would require obtaining the consent, approval, license or authorization of any Governmental Authority (unless such consent, approval, license or authorization has been received; provided that there shall be no obligation to obtain such consent) or create a right of termination in favor of any governmental or regulatory third party, in each case after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction or other Applicable Law, excluding the proceeds and receivables thereof (to the extent not otherwise constituting Excluded Collateral); (xvii) cash and cash equivalents that are pledged or otherwise transferred in support of Hedging Obligations in respect of a transaction permitted hereunder; (xviii) sales tax, payroll or other trust accounts holding funds solely for the benefit of third parties that are not Credit Parties; (xix) any assets, including any stock or equity interests in another entity, owned by a non-U.S. Subsidiary that is a CFC or CFC Holdings Company and (xx) sales tax, payroll or other trust accounts holding funds solely for the benefit of third parties that are not Credit Parties.

"**Excluded Stock and Stock Equivalents**" shall mean (i) any Stock or Stock Equivalents with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower, the burden or cost of pledging such Stock or Stock Equivalents in favor of the Collateral Representative under the

Security Documents shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (ii) solely in the case of any pledge of Voting Stock of any Foreign Subsidiary that is a CFC or any CFC Holding Company, in each case, owned directly by a Credit Party, any Voting Stock in excess of 65% of each outstanding class of Voting Stock of such Foreign Subsidiary that is a CFC or any CFC Holding Company, (iii) any Stock or Stock Equivalents to the extent the pledge thereof would violate any applicable Requirement of Law or, any Contractual Requirement (including any legally effective requirement to obtain the consent or approval of, or a license from, any Governmental Authority or any other regulatory third party unless such consent, approval or license has been obtained (it being understood that the foregoing shall not be deemed to obligate the Borrower or any Subsidiary of the Borrower to obtain any such consent, approval or license)), (iv) any Stock or Stock Equivalents of each Subsidiary to the extent that a pledge thereof to secure the Obligations is prohibited by any applicable Organizational Document of such Subsidiary or requires third party consent (other than the consent of a Credit Party), unless consent has been obtained to consummate such pledge (it being understood that the foregoing shall not be deemed to obligate the Borrower or any Subsidiary to obtain any such consent), (v) Stock or Stock Equivalents of any non-Wholly Owned Subsidiary, (vi) any Stock or Stock Equivalents of any Subsidiary to the extent that the pledge of such Stock or Stock Equivalents could reasonably be expected to result in material adverse tax, regulatory or accounting consequences to the Borrower or any Subsidiary as reasonably determined by the Borrower in consultation with the Administrative Agent, (vii) any Stock or Stock Equivalents that are margin stock, (viii) any Stock and Stock Equivalents owned by a CFC or a CFC Holding Company, (ix) any Stock and Stock Equivalents of any Unrestricted Subsidiary, any Excluded Project Subsidiary, any Immaterial Subsidiary (other than, in the case of Immaterial Subsidiaries, to the extent a perfected security interest therein can be obtained by filing a UCC-1 financing statement), any Captive Insurance Subsidiary, any Broker-Dealer Subsidiary, any not-for-profit Subsidiary and any special purpose entity (including any Receivables Entity and any Securitization Subsidiary) and (x) nominee or qualifying shares (but solely to the extent the issuance with respect to which is required pursuant to Applicable Law); provided that Excluded Stock and Stock Equivalents shall not include proceeds of the foregoing property to the extent otherwise constituting Collateral.

"**Excluded Subsidiary**" shall mean (a) each Domestic Subsidiary listed on Schedule 1.1(d) hereto and each future Domestic Subsidiary, in each case, for so long as any such Subsidiary does not constitute a Material Subsidiary as of the most recently ended fiscal quarter or Fiscal Year, as applicable, for which financial statements described in Section 9.1(a) or (b) have been delivered, (b) subject to the proviso to clause (b) of Section 12.13, each Domestic Subsidiary that is not a Wholly Owned Subsidiary or otherwise constitutes a joint venture (for so long as such Subsidiary remains a non-Wholly Owned Restricted Subsidiary or joint venture), (c) any CFC or CFC Holding Company, (d) each Domestic Subsidiary that is (i) prohibited by any applicable (x) Contractual Requirement, (y) Applicable Law (including without limitation as a result of applicable financial assistance, directors' duties or corporate benefit requirements) or (z) Organizational Document (in the case of clauses (x) and (z), in effect on the Closing Date or any date of acquisition of such Subsidiary (to the extent such prohibition was not entered into in contemplation of the Guarantee)) from guaranteeing or granting Liens to secure the Obligations at the time such Subsidiary becomes a Restricted Subsidiary (and for so long as such restriction or any replacement or renewal thereof is in effect), or (ii) required to obtain consent, approval, license or authorization of a Governmental Authority for such guarantee or grant (unless such consent, approval, license or authorization has already been received); provided that there shall be no obligation to obtain such consent, (e) each Domestic Subsidiary of a Foreign Subsidiary that is a CFC or CFC Holding Company, (f) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower, the cost or other consequences (including any adverse tax, regulatory or accounting consequences) of guaranteeing the Obligations shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom, (g) each Unrestricted Subsidiary, (h) any Foreign Subsidiary, (i) any special purpose "bankruptcy remote" entity, including any Receivables Entity and any Securitization

Subsidiary, (j) any Subsidiary to the extent that the guarantee of the Obligations by such Subsidiary could reasonably be expected to result in a material adverse tax or regulatory consequences to the Borrower or any of its Subsidiaries (as determined by the Borrower in consultation with the Administrative Agent), (k) any Captive Insurance Subsidiary, (l) any non-profit Subsidiary, (m) any Broker-Dealer Subsidiary, or (n) any Excluded Project Subsidiary.

"**Excluded Swap Obligation**" shall mean, with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that, all or a portion of the Guarantee 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 to constitute an "eligible contract participant," as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving pro forma effect to any applicable keepwell, support, or other agreement for the benefit of such Guarantor and any and all applicable guarantees of such Guarantor's Swap Obligations by other Credit Parties) at the time the guarantee of such Guarantor or the grant of such security interest becomes or would become effective with respect to such Swap Obligation or (b) any other Swap Obligation designated as an "Excluded Swap Obligation" of such Guarantor as specified in any agreement between the relevant Credit Parties and any counterparty to a Hedging Agreement applicable to such Swap Obligations. 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 the Swap for which such guarantee or security interest is or becomes illegal.

"**Excluded Taxes**" shall mean, with respect to any recipient of any payment to be made by or on account of any obligation of any Credit Party under any Credit Document, such as any Agent or any Lender, (a) net income Taxes (however denominated) and franchise and branch profits Taxes, in each case, (i) imposed on such recipient by a jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or (ii) that are Other Connection Taxes, (b) in the case of a Lender, any U.S. federal withholding Tax that is imposed on amounts payable to such Lender under the law in effect at the time such Lender becomes a party to this Agreement (or designates a new lending office other than a new lending office designated at the request of the Borrower); provided that this subclause (b) shall not apply to the extent that (x) the indemnity payments or additional amounts such Lender would be entitled to receive (without regard to this subclause (c)) do not exceed the indemnity payment or additional amounts that the person making the assignment, participation or transfer to such Lender (or designation of a new lending office by such Lender) would have been entitled to receive pursuant to Section 5.4 in the absence of such assignment or (y) any such Tax is imposed on such Lender in connection with an interest in any Loan or other obligation that such Lender acquired pursuant to Section 13.7 (it being understood and agreed, for the avoidance of doubt, that any withholding Tax imposed on a Lender solely as a result of a Change in Law occurring after the time such Lender became a party to this Agreement (or designates a new lending office) shall not be an Excluded Tax under this subclause (b)), (c) any Tax to the extent attributable to such recipient's failure to comply with Sections 5.4(d), 5.4(e) and 5.4(i) in the case of any Non-U.S. Lender or Section 5.4(h) in the case of a U.S. Lender and (d) any Taxes imposed by FATCA.

"**Existing Class**" shall mean Existing Term B Classes, Existing Term C Classes and Existing Revolving Classes.

"**Existing Letters of Credit**" shall mean the Letters of Credit listed on Schedule 1.1(b).

"**Existing Revolving Class**" shall have the meaning provided in Section 2.15(a)(ii).

"**Existing Revolving Loans**" shall have the meaning provided in Section 2.15(a)(ii).

"**Existing Revolving Commitments**" shall have the meaning provided in Section 2.15(a)(ii).

"**Existing Term B Class**" shall have the meaning provided in Section 2.15(a)(i).

"**Existing Term C Class**" shall have the meaning provided in Section 2.15(a)(iii).

"**Expenses Relating to a Unit Outage**" shall mean an amount (which may be negative) equal to (x) any expenses or other charges as a result of any (i) outage or shut-down (in connection with weather related events or otherwise) or (ii) Operations Failure of any Unit, including any expenses or charges relating to (a) restarting any such Unit so that it may be placed back in service after such outage, shut-down or Operations Failure, (b) purchases of power, natural gas or heat rate to meet commitments to sell, or offset a short position in, power, natural gas or heat rate that would otherwise have been met or offset from production generated by such Unit during the period of such outage, shut-down or Operations Failure, (c) starting up, operating, maintaining and shutting down any other Unit that would not otherwise have been operating absent such outage, shut-down or Operations Failure, including the fuel and other operating expenses, incurred to start-up, operate, maintain and shut-down such Unit and that are required during the period of time that such Unit suffering an outage, shut-down or Operations Failure is out of service or in Operations Failure in order to meet the commitments of such Unit suffering an outage, shut down or Operations Failure to sell, or offset a short position in, power, natural gas or heat rate and (d) penalties that are paid by the Borrower and its Restricted Subsidiaries as a result of such outage, shut-down or Operations Failure less (y) any expenses or charges not in fact incurred (including fuel and other operating expenses) that would have been incurred absent such outage, shut-down or Operations Failure.

"**Extended Revolving Commitments**" shall have the meaning provided in Section 2.15(a)(ii).

"**Extended Revolving Loans**" shall have the meaning provided in Section 2.15(a)(ii).

"**Extended Term B Loans**" shall have the meaning provided in Section 2.15(a)(i).

"**Extended Term B Repayment Amount**" shall have the meaning provided in Section 2.5(c).

"**Extended Term C Loans**" shall have the meaning provided in Section 2.15(b)(iii).

"**Extending Lender**" shall have the meaning provided in Section 2.15(a)(iv).

"**Extension Amendment**" shall have the meaning provided in Section 2.15(a)(v).

"**Extension Date**" shall have the meaning provided in Section 2.15(a)(vi).

"**Extension Election**" shall have the meaning provided in Section 2.15(a)(iv).

"**Extension Minimum Condition**" shall mean a condition to consummating any Extension Series that a minimum amount (to be determined and specified in the relevant Extension Request, in the Borrower's sole discretion) of any or all applicable Classes be submitted for extension.

"**Extension Request**" shall mean Term B Extension Requests, Term C Extension Requests and Revolving Extension Requests.

"**Extension Series**" shall mean all Extended Term B Loans, Extended Term C Loans, and Extended Revolving Commitments that are established pursuant to the same Extension Amendment (or any subsequent Extension Amendment to the extent such Extension Amendment expressly provides that the Extended Term B Loans, Extended Term C Loans, or Extended Revolving Commitments, as applicable, provided for therein are intended to be a part of any previously established Extension Series) and that provide for the same interest margins, extension fees and amortization schedule.

"**FATCA**" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury regulations promulgated thereunder or official administrative interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreement (or related laws, rules or official administrative guidance) implementing the foregoing

"**Federal Funds Effective Rate**" shall mean, for any day, the weighted average of the *per annum* rates on overnight federal funds transactions with members of the U.S. Federal Reserve System arranged by federal funds brokers on such day, as published on the next succeeding Business Day by the NYFRB; provided that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1.00%) charged to the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

"**Fees**" shall mean all amounts payable pursuant to, or referred to in, Section 4.1.

"**FERC**" shall mean the U.S. Federal Energy Regulatory Commission or any successor agency thereto.

"**First Lien Intercreditor Agreement**" shall mean an Intercreditor Agreement among the representative of such holders of First Lien Obligations, the Collateral Representative, the Credit Parties and any First Lien Secured Parties from time to time party thereto, at any time after the Closing Date, in a form that is reasonably satisfactory in form and substance to the Borrower and the Collateral Agent.

"**First Lien Obligations**" shall mean, collectively, (i) the Obligations, (ii) the Indebtedness and related obligations with respect to the 2023 Notes and the Barclays Facility and (iii) the Indebtedness and related obligations which are permitted hereunder to be secured by Liens on the Collateral that rank *pari passu* (but without regard to the control of remedies) with the Liens securing the Obligations; provided that such Indebtedness and related obligations have been added to the Collateral Trust Agreement in accordance with its terms.

"**First Lien Secured Parties**" shall mean, collectively, (i) the Secured Bank Parties and (ii) each other First Lien Secured Party (as defined in the Collateral Trust Agreement).

"**Fiscal Year**" shall have the meaning provided in Section 9.10.

"**Fitch**" shall mean Fitch Ratings Ltd. and any successor to its rating agency business.

"**Fixed Amounts**" shall have the meaning provided in Section 1.15.

"**Flood Laws**" shall mean collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Reform Act of 2004 as now or hereafter in effect or any successor statute thereto, and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"**Floor**" shall mean (x) with respect to the Revolving Credit Facility, (i) for determining the Adjusted Term SOFR Rate, 0.00% or (ii) for determining the ABR, 1.00% and (y) with respect to the Term B Facility and the Term C Facility, (i) for determining the Adjusted Term SOFR Rate, 0.50% or (ii) for determining the ABR, 1.50%.

"**Foreign Asset Sale**" shall have the meaning provided in Section 5.2(i).

"**Foreign Plan**" shall mean any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by the Borrower or any of its Subsidiaries with respect to employees employed outside the United States.

"**Foreign Recovery Event**" shall have the meaning provided in Section 5.2(i).

"**Foreign Subsidiary**" shall mean each Subsidiary of the Borrower that is not a Domestic Subsidiary.

"**FPA**" shall mean the Federal Power Act, as amended to the date hereof and from time to time hereafter.

"**Fronting Fee**" shall have the meaning provided in Section 4.1(d).

"**Fund**" shall mean any Person (other than a natural person) 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 of business.

"**GAAP**" shall mean generally accepted accounting principles in the United States of America, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

"**Governmental Authority**" shall mean any nation, sovereign or government, any state, province, territory or other political subdivision thereof, and any entity or authority exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government or any governmental or non-governmental authority regulating the generation and/or transmission of energy, including PJM, a central bank, stock exchange or any other ISO or RTO.

"**Granting Lender**" shall have the meaning provided in Section 13.6(g).

"**Guarantee**" shall mean the Guarantee made by each Guarantor in favor of the Administrative Agent for the benefit of the Secured Bank Parties, substantially in the form of Exhibit B.

"**Guarantee Obligations**" shall mean, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness of any other Person (the "**primary obligor**") in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent, (a) to purchase any such Indebtedness or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such Indebtedness or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such Indebtedness of the ability of the primary obligor to make payment of such Indebtedness or (d) otherwise to assure or hold harmless the owner of such Indebtedness against loss in respect thereof; provided, however, that the term "**Guarantee Obligations**" shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee Obligation is made 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.

"**Guarantors**" shall mean (a) each Domestic Subsidiary (other than an Excluded Subsidiary) on the Closing Date and (b) each Domestic Subsidiary that becomes a party to the Guarantee on or after the Closing Date pursuant to Section 9.11 or otherwise.

"**Hazardous Materials**" shall mean (a) any petroleum or petroleum products spilled or released into the environment, radioactive materials, friable asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", "toxic pollutants", "contaminants", or "pollutants", or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, for which a release into the environment is prohibited, limited or regulated by any Environmental Law.

"**Hedge Bank**" shall mean any Person (other than the Borrower or any other Subsidiary of the Borrower) that is a party to a Hedging Agreement and at the time it enters into a Hedging Agreement or on the Closing Date, is a Lender, an Agent, a Joint Lead Arranger or an Affiliate of a Lender, an Agent or a Joint Lead Arranger.

"**Hedging Agreements**" shall mean (a) any transaction (whether financial or physical) (including an agreement with respect to any such transaction) (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (whether financial or physical) (including any option with respect to any of these transactions), (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes,

recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made or (iii) any other similar transactions or any combination of any of the foregoing (whether financial or physical) (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, annexes, supplements, definitional sets, and other documents, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement and (c) any Commodity Hedging Agreement; and, in the case of clauses (a), (b) and (c), whether bilateral, over-the-counter, financial or physical, on or through an exchange or other execution facility, on or through a system, platform or portal operated by an ISO or RTO, cleared through a clearing house, clearing organization or clearing agency, or otherwise.

"**Hedging Obligations**" shall mean, with respect to any Person, the obligations of such Person under Hedging Agreements.

"**Historical Financials**" shall mean (i) the audited consolidated balance sheet and the related audited consolidated statements of income, cash flows and shareholders' equity of the Borrower and its Subsidiaries as of and for the Fiscal Years ended December 31, 2021 and December 31, 2022 and (ii) the unaudited consolidated balance sheet and the related consolidated statements of income and cash flows of the Borrower and its Subsidiaries as of and for each subsequent fiscal quarter (other than the fourth fiscal quarter of the Borrower's Fiscal Year) ended at least 50 days before the Closing Date.

"**Immaterial Subsidiary**" shall mean each Subsidiary of the Borrower that is not a Material Subsidiary.

"**Increased Amount Date**" shall have the meaning provided in Section 2.14(a).

"**Incremental Amendment**" shall mean an agreement substantially in the form of Exhibit L.

"**Incremental Commitments**" shall have the meaning provided in Section 2.14(a).

"**Incremental Facilities**" shall mean the facilities represented by the Incremental Commitments and the related Incremental Loans.

"**Incremental Loans**" shall have the meaning provided in Section 2.14(c).

"**Incremental Revolving Commitments**" shall have the meaning provided in Section 2.14(a).

"**Incremental Revolving Lenders**" shall have the meaning provided in Section 2.14(b).

"**Incremental Revolving Loan**" shall have the meaning provided in Section 2.14(b).

"**Incremental Term B Commitment**" shall have the meaning provided in Section 2.14(a).

"**Incremental Term B Lender**" shall have the meaning provided in Section 2.14(c).

"**Incremental Term B Loan**" shall have the meaning provided in Section 2.14(c).

"**Incremental Term B Maturity Date**" shall mean, with respect to any tranche of Incremental Term B Loans made pursuant to Section 2.14, the final maturity date thereof.

"**Incremental Term B Repayment Amount**" shall have the meaning provided in Section 2.14(c).

"**Incremental Term C Commitments**" shall have the meaning provided in Section 2.14(a).

"**Incremental Term C Facility**" shall mean each tranche of Incremental Term C Loans made pursuant to Section 2.14.

"**Incremental Term C Lender**" shall have the meaning provided in Section 2.14(c).

"**Incremental Term C Loan**" shall have the meaning provided in Section 2.14(c).

"**Incremental Term C Maturity Date**" shall mean, with respect to any tranche of Incremental Term C Loans made pursuant to Section 2.14, the final maturity date thereof.

"**Incurrence-Based Amounts**" shall have the meaning provided in Section 1.15.

"**Indebtedness**" of any Person shall mean (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (c) the deferred purchase price of assets or services that in accordance with GAAP would be included as a liability on the balance sheet of such Person, (d) the available balance of all letters of credit issued for the account of such Person and, without duplication, all drafts drawn thereunder, (e) all Indebtedness of any other Person secured by any Lien on any property owned by such Person, whether or not such Indebtedness has been assumed by such Person, (f) the principal component of all Capitalized Lease Obligations of such Person, (g) the Swap Termination Value of Hedging Obligations of such Person, (h) without duplication, all Guarantee Obligations of such Person, (i) Disqualified Stock of such Person and (j) Receivables Indebtedness of such Person; provided that Indebtedness shall not include (i) trade and other ordinary course payables and accrued expenses arising in the ordinary course of business, (ii) deferred or prepaid revenue, (iii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller, (iv) amounts payable by and between the Borrower and any of its Subsidiaries in connection with retail clawback or other regulatory transition issues, (v) any Indebtedness defeased by such Person or by any Subsidiary of such Person, (vi) contingent obligations incurred in the ordinary course of business, (vii) [reserved], (viii) Performance Guaranties, and (ix) earnouts until earned, due and payable and not paid for a period of thirty (30) days (solely to the extent reflected as a liability on the balance sheet of such Person). The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid principal amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

For all purposes hereof, the Indebtedness of the Borrower and the Restricted Subsidiaries shall (i) exclude all intercompany Indebtedness among the Borrower and its Subsidiaries having a term not exceeding 365 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business, and

(ii) obligations constituting Non-Recourse Debt shall only constitute "Indebtedness" for purposes of Section 10.1, Section 10.2 and Section 10.10 and not for any other purpose hereunder.

"**Indemnified Liabilities**" shall have the meaning provided in Section 13.5.

"**Indemnified Taxes**" shall mean all Taxes imposed on or with respect to any payment made by or on account of any obligation of the Borrower or any Guarantor (including Other Taxes) other than (i) Excluded Taxes and (ii) any interest, penalties or expenses caused by the applicable Agent's or Lender's gross negligence or willful misconduct.

"**Independent Financial Advisor**" shall mean an accounting firm, appraisal firm, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is disinterested with respect to the applicable transaction.

"**Initial Credit Facilities**" shall mean the Initial Term B Loans, the Initial Term C Loans and the Initial Revolving Loans (and the related Revolving Credit Exposure with respect to the Revolving Commitments).

"**Initial Revolving Loans**" shall have the meaning provided in Section 2.1(c).

"Initial Term B Commitment" shall mean the commitment of a Lender to make or otherwise fund an Initial Term B Loan, and "Initial Term B Commitments" shall mean such commitments of all of such Lenders in the aggregate. The amount of each Lender's Initial Term B Commitment, if any, is set forth on Schedule 1.1(a) or in the applicable Assignment and Acceptance, subject to any adjustment or reduction pursuant to the terms and conditions hereof. The aggregate amount of the Initial Term B Commitments as of the Closing Date is $580,000,000.

"**Initial Term B Loan**" shall have the meaning provided in Section 2.1(a).

"**Initial Term B Repayment Amount**" shall have the meaning provided in Section 2.5(b).

"Initial Term C Commitment" shall mean the commitment of a Lender to make or otherwise fund an Initial Term C Loan, and "Initial Term C Commitments" shall mean such commitments of all of such Lenders in the aggregate. The amount of each Lender's Initial Term C Commitment, if any, is set forth on Schedule 1.1(a) or in the applicable Assignment and Acceptance, subject to any adjustment or reduction pursuant to the terms and conditions hereof. The aggregate amount of the Initial Term C Commitments as of the Closing Date is $470,000,000.

"**Initial Term C Loan**" shall have the meaning provided in Section 2.1(b).

"**Insolvent**" shall mean, with respect to any Multiemployer Plan, the condition that such Multiemployer Plan is insolvent within the meaning of Section 4245 of ERISA.

"**Intercompany Subordinated Note**" shall mean the Intercompany Note, dated as of the Closing Date, executed by the Borrower and each Restricted Subsidiary of the Borrower party thereto.

"**Interest Period**" shall mean, with respect to any Term B Loan, Term C Loan, Revolving Loan or Extended Revolving Loan, the interest period applicable thereto, as determined pursuant to Section 2.9.

"**Investment**" shall mean, for any Person: (a) the acquisition (whether for cash, property, services or securities or otherwise) of Stock, Stock Equivalents, bonds, notes, debentures, partnership, limited liability company membership or other ownership interests or other securities of any other Person (including any "short sale" or any sale of any securities at a time when such securities are not owned by the Person entering into such sale); (b) the making of any deposit with, or advance, loan or other extension of credit to, any other Person (including the purchase of property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such other Person) (including any partnership or joint venture); (c) the entering into of any Guarantee Obligation with respect to Indebtedness; or (d) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person; provided that, in the event that any Investment is made by the Borrower or any Restricted Subsidiary in any Person through substantially concurrent interim transfers of any amount through one or more other Restricted Subsidiaries, then such other substantially concurrent interim transfers shall be disregarded for purposes of Section 10.5. The amount of any Investment outstanding at any time shall be the original cost of such Investment reduced (except in the case of (x) Investments made using the Applicable Amount pursuant to Section 10.05(v)(y) and (y) Returns which increase the Applicable Amount pursuant to clauses (a) (iii), (iv), (v) and (vii) of the definition thereof) by any Returns of the Borrower or a Restricted Subsidiary in respect of such Investment (*provided* that, with respect to amounts received other than in the form of cash or Permitted Investments, such amount shall be equal to the fair market value of such consideration).

"**IPO Listco"** shall mean a wholly owned Subsidiary of the Borrower or any Parent Entity of the Borrower formed in contemplation of any Qualifying IPO.

"**IPO Reorganization Transaction**" shall mean transactions taken in connection with and reasonably related to consummating a Qualifying IPO, so long as, after giving effect thereto, the security interest of the Collateral Representative, for the benefit of the Lenders, in the Collateral, taken as a whole, is not materially impaired.

''**IPOCo Transactions**'' shall mean the transactions in connection with the formation and capitalization of IPO Listco prior to and in connection with and reasonably related to a Qualifying IPO, including, without limitation, (1) the legal formation of IPO Listco and one or more Subsidiaries of the Permitted Holders to own interests therein, (2) the contribution, directly or indirectly, of the Stock of the Borrower and other Subsidiaries of the Borrower to IPO Listco, or the other acquisition by IPO Listco thereof, (3) the conversion of the outstanding Stock in the Borrower into a new class of Stock in the Borrower, (4) the distribution by the Borrower to the Permitted Holders of any proceeds from the 2023 Notes and cash generated from operations, (5) the issuance of Stock of IPO Listco or the Borrower to the public and the use of proceeds therefrom to pay transaction expenses, distribute funds as a reimbursement for capital expenditures, and other purposes approved by a Permitted Holder, (6) the execution, delivery and performance of customary documentation (and amendments to existing documentation) governing the relations between and among the Borrower, IPO Listco, the Permitted Holders and their respective Subsidiaries and (7) any other transactions and documentation reasonably related to the foregoing or necessary or appropriate in the view of the Permitted Holders or the board of directors of the Borrower or any direct or indirect Parent Entity in connection with a Qualifying IPO.

"**ISO**" shall mean "independent system operator," as further defined by FERC policies, orders and regulations.

"**ISP**" shall mean, with respect to any Letter of Credit, the "International Standby Practices 1998" published in the International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the time of issuance).

"**Issuer Documents**" shall mean with respect to any Letter of Credit, the Letter of Credit Request, and any other document, agreement and instrument entered into by a L/C Issuer and the Borrower or any of its Subsidiaries or in favor of a L/C Issuer and relating to such Letter of Credit.

"**Joint Lead Arrangers**" shall mean Citibank N.A., BMO Capital Markets Corp., Deutsche Bank Securities Inc., Goldman Sachs Bank USA, RBC Capital Markets, LLC, MUFG Bank, Ltd., Credit Suisse Loan Funding LLC and Morgan Stanley Senior Funding, Inc., as joint lead arrangers and joint bookrunners for the Lenders under this Agreement and the other Credit Documents with respect to the Initial Credit Facilities made available on the Closing Date.

"**Junior Indebtedness**" shall have the meaning provided in Section 10.7(a).

"**Junior Lien Intercreditor Agreement**" shall mean an Intercreditor Agreement among the representative of such holders of Indebtedness junior to the Obligations, the Collateral Agent, the Collateral Trustee (if applicable), the Borrower and any First Lien Secured Parties from time to time party thereto, whether on the Closing Date or at any time thereafter, substantially in the form of Exhibit M or in a form that is reasonably satisfactory in form and substance to the Borrower and the Collateral Agent.

"**L/C Issuer**" shall mean, with respect to any Term Letter of Credit, each Term L/C Issuer, and with respect to any Revolving Letter of Credit, any Revolving L/C Issuer.

"**L/C Obligations**" shall mean the Revolving L/C Obligations and the Term L/C Obligations.

"**Latest Maturity Date**" shall mean, at any date of determination, the latest Maturity Date applicable to any Class of Loans or Commitments hereunder as of such date of determination.

"**Latest Term Maturity Date**" shall mean, at any date of determination, the Latest Maturity Date applicable to any Term B Loan or Term C Loan hereunder as of such date of determination, including the latest maturity date of any Replacement Term B Loan, any Replacement Term C Loan, any Refinancing Term B Loan, any Refinancing Term C Loan, any Extended Term B Loan or any Extended Term C Loan, in each case as extended in accordance with this Agreement from time to time.

"**LCT Election**" shall have the meaning provided in Section 1.11.

"**LCT Test Date**" shall have the meaning provided in Section 1.11.

"**Lender**" shall have the meaning provided in the preamble to this Agreement.

"**Lender Default**" shall mean (a) the refusal or failure (which has not been cured) of a Lender to (i) make available its portion of any Borrowing or to fund its portion of any Unpaid Drawing under Section 3.4 that it is required to make hereunder, unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable

default, shall be specifically identified in such writing) has not been satisfied or (ii) pay any other amount required to be paid by it hereunder, (b) a Lender having notified the Administrative Agent and/or the Borrower that it does not intend to comply with its funding obligations under this Agreement or has made a public statement to that effect with respect to its funding obligations under this Agreement, unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (c) a Lender has failed to confirm (within one Business Day after a request for such confirmation is received by such Lender) in a manner reasonably satisfactory to the Administrative Agent, the Borrower and, in the case of a Revolving Lender, each Revolving L/C Issuer that it will comply with its funding obligations under this Agreement (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent, such Revolving L/C Issuer or the Borrower), (d) a Lender being deemed insolvent or becoming the subject of a bankruptcy or insolvency proceeding or has admitted in writing that it is insolvent; *provided* that a Lender Default shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any Stock in the applicable Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide the applicable Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit the applicable Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with the applicable Lender, or (e) a Lender that has, or has a direct or indirect parent company that has, (i) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such capacity or (ii) become the subject of a Bail-In Action.

"**Lender Presentation**" shall mean the Lender Presentation dated April 20, 2023, relating to the Credit Facilities and the Transactions.

"**Letter of Credit**" shall mean a Term Letter of Credit or a Revolving Letter of Credit, as applicable.

"**Letter of Credit Issuer**" shall mean, with respect to any Term Letter of Credit, each Term Letter of Credit Issuer, and with respect to any Revolving Letter of Credit, any Revolving Letter of Credit Issuer.

"**Letter of Credit Request**" shall have the meaning provided in Section 3.2(a).

"**Lien**" shall mean any mortgage, pledge, security interest, hypothecation, collateral assignment, lien (statutory or other) or similar encumbrance (including any conditional sale or other title retention agreement or any lease or license in the nature thereof); provided that in no event shall an operating lease be deemed to be a Lien.

"**Limited Condition Transaction**" shall mean (i) any Permitted Acquisition or other permitted acquisition or Investment, merger or other similar transaction that the Borrower or one or more of its Restricted Subsidiaries is contractually committed to consummate and whose consummation is not conditioned on the availability of, or on obtaining, third party financing and (ii) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment.

"**LMBE-MC Facility"** shall mean the Credit and Guaranty Agreement, dated as of December 3, 2018, entered into by and among MC Project Company LLC, a Delaware limited liability

company, LMBE Project Company LLC, a Delaware limited liability company, LMBE-MC Holdco I LLC, a Delaware limited liability company, LMBE-MC Holdco II LLC, a Delaware limited liability company, the lenders from time to time party thereto, MUFG Union Bank, N.A., as the initial issuing bank, and MUFG Bank, Ltd., as administrative agent for the lender parties (as amended, restated, supplemented or otherwise modified).

"**Loan**" shall mean any Revolving Loan, Term B Loan or Term C Loan made by any Lender hereunder.

"**Management Investors**" shall mean the officers, directors, employees and other members of the management of any parent of the Borrower, the Borrower or any of the Borrower's respective Subsidiaries, or family members or relatives of any thereof (provided that, solely for purposes of the definition of "Permitted Holders", such relatives shall include only those Persons who are or become Management Investors in connection with estate planning for or inheritance from other Management Investors, as determined in good faith by the Borrower), or trusts, partnerships or limited liability companies for the benefit of any of the foregoing, or any of their heirs, executors, successors and legal representatives, who at any date beneficially own or have the right to acquire, directly or indirectly, Stock of the Borrower or any parent of the Borrower.

"**Master Agreement**" shall have the meaning provided in the definition of "Hedging Agreement".

"**Material Adverse Effect**" shall mean any circumstances or conditions affecting the business, assets, operations, properties or financial condition of the Borrower and its Subsidiaries, taken as a whole (excluding any matters publicly disclosed prior to the Closing Date (i) in connection with the Case and the events and conditions related and/or leading up to the Case and the effects thereof or (ii) in any annual, quarterly or periodic report of the Borrower publicly filed prior to the Closing Date (which for the avoidance of doubt, includes the annual financials of the Borrower for the fiscal year ended December 31, 2022)), that would, in the aggregate, materially adversely affect (a) the ability of the Borrower and its Restricted Subsidiaries, taken as a whole, to perform their payment obligations under this Agreement or any of the other Credit Documents (taken as a whole) or (b) the material rights or remedies (taken as a whole) of the Administrative Agent, the Collateral Representative and the Lenders under the Credit Documents.

"**Material Indebtedness**" shall mean any Indebtedness (other than the Obligations) of the Borrower or any Restricted Subsidiary in an outstanding principal amount exceeding the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period at any time.

"**Material Intellectual Property**" shall mean any Intellectual Property that is, in the good faith determination of the Borrower, material to the operation of the business of the Borrower and its Restricted Subsidiaries, taken as a whole.

"**Material Subsidiary**" shall mean, at any date of determination, each Restricted Subsidiary of the Borrower (a) whose total assets (when combined with the assets of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) at the last day of the most recent Test Period for which Section 9.1 Financials have been delivered were equal to or greater than 5.0% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date or (b) whose total revenues (when combined with the revenues of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) during such Test Period were equal to or greater than 5.0% of the consolidated revenues of the Borrower and the Restricted Subsidiaries for such period, in each case

determined in accordance with GAAP; provided that if, at any time and from time to time after the Closing Date, Restricted Subsidiaries that are not Material Subsidiaries have, in the aggregate, (x) total assets (when combined with the assets of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) at the last day of such Test Period equal to or greater than 10.0% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date or (y) total revenues (when combined with the revenues of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) during such Test Period equal to or greater than 10.0% of the consolidated revenues of the Borrower and the Restricted Subsidiaries for such period, in each case determined in accordance with GAAP, then the Borrower shall, on the date on which the Officer's Certificate delivered pursuant to Section 9.1(c) of this Agreement, designate in writing to the Administrative Agent one or more of such Restricted Subsidiaries as "Material Subsidiaries" so that such condition no longer exists. It is agreed and understood that no Receivables Entity or no Securitization Subsidiary shall be a Material Subsidiary.

"**Maturity Date**" shall mean the Term B Maturity Date, the Term C Maturity Date, the Revolving Credit Maturity Date, any Incremental Term B Maturity Date, any Incremental Term C Maturity Date, any maturity date related to any Extension Series of Extended Term B Loans, any maturity date related to any Extension Series of Extended Term C Loans and any maturity date related to any Extension Series of Extended Revolving Commitments, any maturity date related to any Refinancing Term B Loan, any maturity date related to any Refinancing Term C Loan, any maturity date related to any Refinancing Revolving Loan, any maturity date related to any Replacement Term B Loan, or any maturity date related to any Replacement Term L/ C Loan, as applicable.

"**Maximum Incremental Facilities Amount**" shall mean, at any date after the Closing Date, the sum of (1) the greater of (x) $440,000,000 and (y) solely on or after the financial statements required under Section 9.1(a) for fiscal year ending December 31, 2024, an amount equal to 75% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis), *plus* (2) all voluntary prepayments of the Term B Loans, Term C Loans, Incremental Term B Loans, Permitted Other Debt, other Indebtedness that ranks *pari passu* with the Obligations and Incremental Term C Loans and permanent commitment reductions of the Revolving Commitment on or prior to the incurrence or establishment of the applicable Incremental Facility (in each case except to the extent (i) funded with proceeds of long term refinancing Indebtedness (other than revolving loans) or (ii) the prepaid Indebtedness was originally incurred under clause (3) below) *plus* (3) an unlimited amount so long as, in the case of this clause (3) only, such amount at such time could be incurred without causing (x) in the case of Indebtedness secured by Liens on the Collateral that rank *pari passu* with the Liens securing the Term B Loans, Term C Loans and Revolving Loans, the Consolidated First Lien Net Leverage Ratio (calculated on a Pro Forma Basis) to exceed (i) at any time prior to the Q2 2024 Financials Date, 2.00:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.50:1.00, (y) in the case of Indebtedness secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Credit Facilities, the Consolidated Secured Net Leverage Ratio (calculated on a Pro Forma Basis) to exceed (i) at any time prior to the Q2 2024 Financials Date, 2.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.00:1.00, and (z) in the case of unsecured Indebtedness or Indebtedness secured only by Liens on assets that do not constitute Collateral, the Consolidated Total Net Leverage Ratio (calculated on a Pro Forma Basis) to exceed (i) at any time prior to the Q2 2024 Financials Date, 3.25:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.75:1.00, in each case, after giving effect to any acquisition consummated in connection therewith and all other appropriate *pro forma* adjustments (including giving effect to the prepayment of Indebtedness in connection therewith), and assuming for purposes of this calculation that (i) the full committed amount of any New Revolving Commitments then being incurred shall be treated as outstanding for such purpose and (ii) cash proceeds of any such Incremental Facility or Permitted Other Debt then being incurred shall not be netted from Consolidated Total Debt Indebtedness for purposes of

calculating such Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio or Consolidated Total Net Leverage Ratio, as applicable; provided, however, that if amounts incurred under this clause (3) are incurred concurrently with the incurrence of Incremental Facilities in reliance on clause (1) and/or clause (2) above or under any other fixed dollar basket set forth in this Agreement (other than the Revolving Credit Facility), the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or the Consolidated Total Net Leverage Ratio shall be determined for purposes of clause (3) above without giving effect to such amounts incurred in reliance on clause (1) and/or clause (2) or such fixed dollar basket solely for the purpose of determining whether such concurrently incurred amounts incurred under this clause (3) are permissible) (it being understood that (A) if the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or the Consolidated Total Net Leverage Ratio, as applicable, incurrence test is met, then, at the election of the Borrower, any Incremental Facility or Permitted Other Debt may be incurred under clause (3) above regardless of whether there is capacity under clause (1) and/or clause (2) above or such fixed dollar basket and (B) any portion of any Incremental Facility or Permitted Other Debt incurred in reliance on clause (1) and/or clause (2) or such fixed dollar basket may be reclassified, as the Borrower may elect from time to time, as incurred under clause (3) if the Borrower meets the applicable leverage under clause (3) at such time on a Pro Forma Basis).

"**Maximum Tender Condition**" shall have the meaning provided in Section 2.17(b).

"**Minimum Borrowing Amount**" shall mean (a) with respect to a Borrowing of Term SOFR Loans, $5,000,000 (or, if less, the entire remaining Commitments of any applicable Credit Facility at the time of such Borrowing) and (b) with respect to a Borrowing of ABR Loans, $1,000,000 (or, if less, the entire remaining Commitments of any applicable Credit Facility at the time of such Borrowing).

"**Minimum Liquidity**" shall mean, on any date, the sum of (i) the amount of Unrestricted Cash of the Borrower and its Subsidiaries as of such date, (ii) the unused availability under the Revolving Credit Facility as of such date and (iii) the amount on deposit in the Term C Collateral Account(s) in excess of the sum of (x) the Stated Amount of all Term Letters of Credit outstanding as of such date and (y) all Term Letter of Credit Reimbursement Obligations as of such date.

"**Minimum Tender Condition**" shall have the meaning provided in Section 2.17(b).

"**Minority Investment**" shall mean any Person (other than a Subsidiary) in which the Borrower or any Restricted Subsidiary owns Stock or Stock Equivalents, including any joint venture (regardless of form of legal entity).

"**MNPI**" shall mean, with respect to any Person, information and documentation that is (a) of a type that would not be publicly available (and could not be derived from publicly available information) if such Person and its Subsidiaries were public reporting companies and (b) material with respect to such Person, its Subsidiaries or the respective securities of such Person and its Subsidiaries for purposes of U.S. federal and state securities laws, in each case, assuming such laws were applicable to such Person and its Subsidiaries.

"**Moody's**" shall mean Moody's Investors Service, Inc. or any successor to its rating agency business.

"**Mortgage**" shall mean a mortgage or a deed of trust, deed to secure debt, trust deed or other security document entered into by the owner of a Mortgaged Property and the Collateral Representative for the benefit of the Secured Parties in respect of that Mortgaged Property, in a form to be mutually agreed with the Administrative Agent.

"**Mortgaged Property**" shall mean all Real Estate (i) set forth on Schedule 1.1(c) and (ii) with respect to which a Mortgage is required to be granted pursuant to Section 9.14(b).

"Multiemployer Plan" shall mean a plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA (i) to which any Credit Party or any ERISA Affiliate is then making or has an obligation to make contributions or (ii) with respect to which any Credit Party or any ERISA Affiliate could reasonably be expected to incur liability pursuant to Title IV of ERISA.

"**Narrative Report**" shall mean, with respect to the financial statements for which such narrative report is required, a management's discussion and analysis of the financial condition and results of operations of the Borrower and its consolidated Restricted Subsidiaries for the applicable period to which such financial statements relate. For the avoidance of doubt, the Narrative Report to be delivered with respect to such applicable period may be identical to Narrative Report (or its functional equivalent) delivered in connection with the 2023 Notes.

"**Necessary CapEx**" shall mean Capital Expenditures that are required by Applicable Law (other than Environmental Law) or otherwise undertaken voluntarily for health and safety reasons (other than as required by Environmental Law). The term "Necessary CapEx" does not include any Capital Expenditure undertaken primarily to increase the efficiency of, expand or re-power any power generation facility.

"Necessary CapEx Debt" shall mean Indebtedness of the Borrower or its Restricted Subsidiaries incurred for the purpose of financing Necessary CapEx.

"Net Cash Proceeds" shall mean, with respect to any Prepayment Event, (a) the gross cash proceeds (including payments from time to time in respect of installment obligations, if applicable) received by or on behalf of the Borrower or any Restricted Subsidiary in respect of such Prepayment Event, as the case may be, less (b) the sum of:

(i) the amount, if any, of (A) all taxes (including in connection with any repatriation of funds) paid or estimated by the Borrower in good faith to be payable by the Borrower (or any direct or indirect parent thereof) or any Restricted Subsidiary and (B) all payments paid or estimated by the Borrower in good faith to be payable by the Borrower (or any direct or indirect parent thereof) or any Restricted Subsidiary pursuant to the Shared Services and Tax Agreements in connection with such Prepayment Event,

(ii) the amount of any reasonable reserve established in accordance with GAAP against any liabilities (other than any taxes deducted pursuant to clause (i) above) (x) associated with the assets that are the subject of such Prepayment Event and (y) retained by the Borrower or any Restricted Subsidiary (including any pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction); provided that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such Prepayment Event occurring on the date of such reduction,

(iii) the amount of any Indebtedness (other than Indebtedness hereunder and any other Indebtedness secured by a Lien that ranks *pari passu* with or is subordinated to the Liens securing the Obligations) secured by a Lien on the assets that are the subject of such Prepayment Event, to the extent that the instrument creating or evidencing such Indebtedness requires that such Indebtedness be repaid upon consummation of such Prepayment Event,

(iv) in the case of any Asset Sale Prepayment Event or Recovery Prepayment Event, the amount of any proceeds of such Prepayment Event that the Borrower or any Restricted Subsidiary has reinvested (or intends to reinvest within the Reinvestment Period, has entered into an Acceptable Reinvestment Commitment prior to the last day of the Reinvestment Period to reinvest or, with respect to any Recovery Prepayment Event, provided an Acceptable Reinvestment Commitment or a Restoration Certification prior to the last day of the Reinvestment Period) in the business of the Borrower or any Restricted Subsidiary (subject to Section 9.16), including for the repair, restoration or replacement of an asset or assets subject to such Prepayment Event; provided that any portion of such proceeds that has not been so reinvested within such Reinvestment Period (with respect to such Prepayment Event, the "**Deferred Net Cash Proceeds**") shall, unless the Borrower or any Restricted Subsidiary has entered into an Acceptable Reinvestment Commitment or provided a Restoration Certification prior to the last day of such Reinvestment Period to reinvest such proceeds, (x) be deemed to be Net Cash Proceeds of such Prepayment Event occurring on the last day of such Reinvestment Period or, if later, 180 days after the date the Borrower or such Restricted Subsidiary has entered into such Acceptable Reinvestment Commitment or provided such Restoration Certification, as applicable (such last day or 180th day, as applicable, the "**Deferred Net Cash Proceeds Payment Date**"), and (y) be applied to the repayment of Term B Loans and Term C Loans in accordance with Section 5.2(a)(i),

(v) in the case of any Asset Sale Prepayment Event, any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition; provided that the amount of any subsequent reduction of such escrow (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such a Prepayment Event occurring on the date of such reduction solely to the extent that the Borrower and/or any Restricted Subsidiaries receives cash in an amount equal to the amount of such reduction,

(vi) in the case of any Asset Sale Prepayment Event or Recovery Prepayment Event by a non-Wholly Owned Restricted Subsidiary, the *pro rata* portion of the Net Cash Proceeds thereof (calculated without regard to this clause (vi)) attributable to minority interests and not available for distribution to or for the account of the Borrower or a Wholly Owned Restricted Subsidiary as a result thereof, and

(vii) reasonable and customary fees, commissions, expenses (including attorney's fees, investment banking fees, survey costs, title insurance premiums and recording charges, transfer taxes, deed or mortgage recording taxes and other customary expenses and brokerage, consultant and other customary fees), issuance costs, premiums, discounts and other costs paid by the Borrower or any Restricted Subsidiary, as applicable, in connection with such Prepayment Event, in each case only to the extent not already deducted in arriving at the amount referred to in clause (a) above.

"**Net Income**" shall mean, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends or accretion, excluding, however:

(a) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with: (i) any Disposition or (ii) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(b) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"**Netting Agreement**" shall mean a netting agreement, master netting agreement or other similar document having the same effect as a netting agreement or master netting agreement and, as applicable, any collateral annex, security agreement or other similar document related to any master netting agreement or Permitted Contract.

"**New Debt Incurrence Prepayment Event**" shall mean any issuance or incurrence by the Borrower or any of the Restricted Subsidiaries of any Indebtedness permitted to be issued or incurred under Section 10.1(y)(i), and any Refinancing Loans, any Replacement Term B Loans, any Replacement Term C Loans and any loans under any Replacement Facility.

"**New Refinancing Lender**" shall mean any Person (other than a natural Person) that is not an existing Lender and that has agreed to provide Refinancing Commitments pursuant to Section 2.15(b).

"**New Refinancing Revolving Commitments**" shall have the meaning provided Section 2.15(b).

"**New Refinancing Term B Commitment**" shall have the meaning provided in Section 2.15(b)(i).

"**New Refinancing Term C Commitments**" shall have the meaning provided in Section 2.15(b)(i).

"**New Revolving Loan**" shall have the meaning provided in Section 2.14(b).

"**New Revolving Commitments**" shall have the meaning provided in Section 2.14(a).

"**New Revolving Lender**" shall have the meaning provided in Section 2.14(b).

"**Non-Consenting Lender**" shall have the meaning provided in Section 13.7(b).

"**Non-Defaulting Lender**" shall mean and include each Lender other than a Defaulting Lender.

"**Non-Extension Notice Date**" shall have the meaning provided in Section 3.2(b).

"**Non-Recourse Debt**" shall mean any Indebtedness incurred by any Non-Recourse Subsidiary to finance the acquisition, improvement, installation, design, engineering, construction, development, completion, maintenance or operation of, or otherwise to pay costs and expenses relating to or provide financing for a project, which Indebtedness does not provide for recourse against the Borrower or any Restricted Subsidiary of the Borrower (excluding, for the avoidance of doubt, a Non-Recourse Subsidiary and such recourse as exists under a Performance Guaranty) or any property or asset of the Borrower or any Restricted Subsidiary of the Borrower (other than the Stock in, or the property or assets of, a Non-Recourse Subsidiary); provided, however, that the following shall be deemed to be Non-Recourse Debt: (i) guarantees with respect to debt service reserves established with respect to a Non-Recourse Subsidiary to the extent that such guarantee shall result in the immediate payment of funds, pursuant to dividends or otherwise, in the amount of such guarantee; (ii) contingent obligations of the Borrower or any Restricted Subsidiary to make capital contributions to a Non-Recourse Subsidiary; (iii) any credit support

or liability consisting of reimbursement obligations in respect of letters of credit issued hereunder to support obligations of a Non-Recourse Subsidiary, (iv) agreements of the Borrower or any Restricted Subsidiary to provide, or guarantees or other credit support (including letters of credit) by the Borrower or any Restricted Subsidiary of any agreement of another Restricted Subsidiary to provide, corporate, management, marketing, administrative, technical, energy management or marketing, engineering, procurement, construction, operation and/or maintenance services to such Non-Recourse Subsidiary, including in respect of the sale or acquisition of power, emissions, fuel, oil, gas or other supply of energy, (v) any agreements containing Hedging Obligations, and any power purchase or sale agreements, fuel purchase or sale agreements, emissions credit purchase or sales agreements, power transmission agreements, fuel transportation agreements, fuel storage agreements, commercial or trading agreements and any other similar agreements entered into between the Borrower or any Restricted Subsidiary with or otherwise involving any other Non-Recourse Subsidiary, including any guarantees or other credit support (including letters of credit) in connection therewith, (vi) any Investments in a Non-Recourse Subsidiary and, for the avoidance of doubt, pledges by the Borrower or any Restricted Subsidiary of the Equity Interests of any Non-Recourse Subsidiary that are directly owned by the Borrower or any Restricted Subsidiary in favor of the agent or lenders in respect of such Non-Recourse Subsidiary's Non-Recourse Debt and (vii) any Performance Guarantees, to the extent in the case of clauses (i) through (vii) otherwise permitted by this Agreement.

"**Non-Recourse Subsidiary**" shall mean (i) any Restricted Subsidiary of the Borrower whose principal purpose is to incur Non-Recourse Debt and/or construct, lease, own or operate the assets financed thereby, or to become a direct or indirect partner, member or other equity participant or owner in a Person created for such purpose, and substantially all the assets of which Subsidiary and such Person are limited to (x) those assets being financed (or to be financed), or the operation of which is being financed (or to be financed), in whole or in part by Non-Recourse Debt, or (y) Stock in, or Indebtedness or other obligations of, one or more other such Subsidiaries or Persons, or (z) Indebtedness or other obligations of the Borrower or its Subsidiaries or other Persons and (ii) any Restricted Subsidiary of a Non-Recourse Subsidiary.

"**Non-U.S. Lender**" shall mean any Agent or Lender that is not a U.S. Person.

"**Notice of Borrowing**" shall mean a request of the Borrower in accordance with the terms of Section 2.3 and substantially in the form of Exhibit A or such other form as shall be approved by the Administrative Agent (acting reasonably).

"**Notice of Conversion or Continuation**" shall have the meaning provided in Section 2.6(a).

"**NYFRB**" shall mean the Federal Reserve Bank of New York.

"**Obligations**" shall mean all advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party or Restricted Subsidiary arising under any Credit Document or otherwise with respect to any Loan or Letter of Credit or under any Secured CA Cash Management Agreement or Secured CA Hedging Agreement, in each case, entered into with the Borrower or any Restricted Subsidiary, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party of any proceeding under any bankruptcy or insolvency law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, in each case, other than (x) Excluded Swap Obligations, (y) Permitted Other Debt Obligations secured pursuant to the Security Documents and (z) First Lien Obligations (as defined in the Collateral Trust Agreement) other than Credit Agreement Obligations (as defined in the Collateral Trust Agreement).

Without limiting the generality of the foregoing, the Obligations of the Credit Parties under the Credit Documents (and any of their Restricted Subsidiaries to the extent they have obligations under the Credit Documents) (i) include the obligation (including guarantee obligations) to pay principal, interest, charges, expenses, fees, attorney costs, indemnities and other amounts payable by any Credit Party under any Credit Document and (ii) exclude, notwithstanding any term or condition in this Agreement or any other Credit Documents, any Excluded Swap Obligations, Permitted Other Debt Obligations secured pursuant to the Security Documents and First Lien Obligations (as defined in the Collateral Trust Agreement) other than Credit Agreement Obligations (as defined in the Collateral Trust Agreement).

"**Officer's Certificate**" shall mean a certificate signed on behalf of the Borrower by an Authorized Officer of the Borrower.

"**Operations Failure**" shall have the meaning provided in the definition of "EBITDA Lost as a Result of a Unit Outage".

"**Organizational Documents**" shall mean, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and, if applicable, any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"**Other Connection Taxes**" shall mean with respect to any recipient of any payment to be made by or on account of any obligation of any Credit Party under any Credit Document, Taxes imposed as a result of any current or former connection between such recipient and the jurisdiction imposing such Tax (other than any such connection arising from such recipient having executed, delivered or performed its obligations or received a payment under, received or perfected a security interest under, or having been a party to or having engaged in any other transaction pursuant to or enforced, this Agreement or any other Credit Document, or sold or assigned an interest in any Loan or Credit Document).

"**Other Taxes**" shall mean any and all present or future stamp, registration, court, documentary or any other excise, property or similar Taxes (including interest, fines, penalties, additions to such Taxes) arising from any payment made or required to be made under this Agreement or any other Credit Document or from the execution or delivery of, registration or enforcement of, from the receipt or perfection of a security interest under, consummation or administration of, or otherwise with respect to, this Agreement or any other Credit Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 13.7).

"**Overnight Rate**" shall mean, for any day, the greater of (a) the Federal Funds Effective Rate and (b) an overnight rate determined by the Administrative Agent, the Revolving L/C Issuer or the Term L/C Issuer, as the case may be, in accordance with banking industry rules on interbank compensation.

"**Parent Entity**" shall mean any Person that is a direct or indirect parent company (which may be organized as, among other things, a partnership) of the Borrower.

"**Participant Register**" shall have the meaning provided in Section 13.6(c)(iii).

"**Participant**" shall have the meaning provided in Section 13.6(c)(i).

"**Participating Receivables Grantor**" shall mean the Borrower or any Restricted Subsidiary that is or that becomes a participant or originator in a Permitted Receivables Financing.

"**Patriot Act**" shall have the meaning provided in Section 13.8.

"**Payment Default**" shall mean any event, act or condition that with notice or lapse of time, or both, would constitute an Event of Default under Section 11.1.

"**Payment Recipient**" shall have the meaning assigned to it in Section 12.14(a).

"**PBGC**" shall mean the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

"**Perfection Certificate**" shall mean a certificate of the Borrower substantially in the form of Exhibit D or any other form approved by the Administrative Agent.

"**Performance Guaranty**" shall mean any guaranty issued in connection with any Non-Recourse Debt that (i) if secured, is secured only by assets of, or Stock in, an Excluded Project Subsidiary, and (ii) guarantees to the provider of such Non-Recourse Debt or any other Person the (a) performance of the improvement, installation, design, engineering, construction, acquisition, development, completion, maintenance or operation of, or otherwise affects any such act in respect of, all or any portion of the project that is financed by such Non-Recourse Debt, (b) completion of the minimum agreed equity contributions to the relevant Excluded Project Subsidiary, or (c) performance by an Excluded Project Subsidiary of obligations to Persons other than the provider of such Non-Recourse Debt.

"**Permitted Acquisition**" shall mean the acquisition, by merger or otherwise, by the Borrower or any Restricted Subsidiary of assets (including assets constituting a business unit, line of business or division) or Stock or Stock Equivalents, so long as (a) if such acquisition involves any Stock or Stock Equivalents, such acquisition shall result in the issuer of such Stock or Stock Equivalents and its Subsidiaries becoming a Restricted Subsidiary and, to the extent required by Section 9.11, a Subsidiary Guarantor, or designated as an Unrestricted Subsidiary pursuant to the terms hereof, (b) such acquisition shall result in the Collateral Representative, for the benefit of the applicable Secured Bank Parties, being granted a security interest in any Stock, Stock Equivalent or any assets so acquired, to the extent required by Sections 9.11, 9.12 and/or 9.14, and (c) after giving effect to such acquisition, the Borrower and the Restricted Subsidiaries shall be in compliance with Section 9.16.

"**Permitted Contract**" shall have the meaning provided in Section 10.2(bb).

"**Permitted Debt Exchange**" shall have the meaning provided in Section 2.17(a).

"**Permitted Debt Exchange Notes**" shall have the meaning provided in Section 2.17(a).

"**Permitted Debt Exchange Offer**" shall have the meaning provided in Section 2.17(a).

"**Permitted Holders**" shall mean (a) any of the Management Investors, (b) each participant holding at least 5% of the Stock of the Borrower (or a Parent Entity of the Borrower) as of the Closing Date after giving effect to the Equity Rights Offering (and their respective Affiliates and any funds, partnerships or other co-investment vehicles managed, advised or controlled by the foregoing or their respective Affiliates); provided that this clause (b) shall not include any investor that had a controlling equity interest in the Company as of May 9, 2022, (c) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are

members; provided that, in the case of such group and without giving effect to the existence of such group or any other group, the persons set forth in clauses (a) and (b), collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Borrower or any other direct or indirect Parent Entity, (d) any direct or indirect Parent Entity, for so long as more than 50% of the total voting power of the Voting Stock of such direct or indirect Parent Entity is beneficially owned, directly or indirectly, by one or more of the Persons described in the foregoing clauses (a) through (c), (e) any entity (other than a Parent Entity) through which a Parent Entity described in clause (d) directly or indirectly holds Stock of the Borrower and has no other material operations other than those incidental thereto and (f) any Person acting in the capacity of an underwriter (solely to the extent that and for so long as such Person is acting in such capacity) in connection with a public or private offering of Stock of the Borrower (or any Parent Entity of the Borrower).

"**Permitted Investments**" shall mean:

(a) securities issued or unconditionally guaranteed by the United States government or any agency or instrumentality thereof, in each case having maturities and/or reset dates of not more than 24 months from the date of acquisition thereof;

(b) securities issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof or any political subdivision of any such state or any public instrumentality thereof having maturities of not more than 24 months from the date of acquisition thereof and, at the time of acquisition, having an investment grade rating generally obtainable from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, then from another nationally recognized rating service);

(c) commercial paper or variable or fixed rate notes maturing no more than 12 months after the date of creation thereof and, at the time of acquisition, having a rating of at least A-3 or P-3 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(d) time deposits with, or domestic and eurodollar certificates of deposit or bankers' acceptances maturing no more than two years after the date of acquisition thereof issued by, the Administrative Agent (or any Affiliate thereof), any Lender or any other bank having combined capital and surplus of not less than $500,000,000 in the case of domestic banks and $100,000,000 (or the dollar equivalent thereof) in the case of foreign banks;

(e) repurchase agreements with a term of not more than 90 days for underlying securities of the type described in clauses (a), (b) and (d) above entered into with any bank meeting the qualifications specified in clause (d) above or securities dealers of recognized national standing;

(f) marketable short-term money market and similar funds (x) either having assets in excess of $500,000,000 or (y) having a rating of at least A-3 or P-3 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(g) shares of investment companies that are registered under the Investment Company Act of 1940 and substantially all the investments of which are one or more of the types of securities described in clauses (a) through (f) above; provided that, in order for such Permitted Investment to constitute a Term L/C Permitted Investment, such investment company must have an investment grade rating generally obtainable from either S&P or Moody's (or, if at any time neither S&P nor

Moody's shall be rating such investment company, then from another nationally recognized rating service);

(h) any Secured Hedging Agreement (including any netting, set-off or netting rights thereunder); and

(i) in the case of Investments by any Restricted Foreign Subsidiary or Investments made in a country outside the United States of America, other customarily utilized high-quality Investments in the country where such Restricted Foreign Subsidiary is located or in which such Investment is made.

"**Permitted Liens**" shall mean:

(a) Liens for taxes, assessments or governmental charges or claims not yet delinquent or that are being contested in good faith and by appropriate proceedings for which appropriate reserves have been established to the extent required by and in accordance with GAAP or that are not required to be paid pursuant to Section 9.4;

(b) Liens in respect of property or assets of the Borrower or any Restricted Subsidiary of the Borrower imposed by Applicable Law, such as carriers', landlords', construction contractors', warehousemen's and mechanics' Liens and other similar Liens, arising in the ordinary course of business or in connection with the construction or restoration of facilities for the generation, transmission or distribution of electricity, in each case so long as such Liens arise in the ordinary course of business and do not individually or in the aggregate have a Material Adverse Effect;

(c) Liens arising from judgments or decrees in circumstances not constituting an Event of Default under Section 11.11;

(d) Liens incurred or deposits made in connection with workers' compensation, unemployment insurance, employee benefit and pension liability and other types of social security or similar legislation, or to secure the performance of tenders, statutory obligations, trade contracts (other than for payment of Indebtedness), leases, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, surety, performance and return-of-money bonds and other similar obligations, in each case incurred in the ordinary course of business (including in connection with the construction or restoration of facilities for the generation, transmission or distribution of electricity) or otherwise constituting Investments permitted by Section 10.5;

(e) ground leases or subleases, licenses or sublicenses in respect of real property on which facilities owned or leased by the Borrower or any of the Restricted Subsidiaries of the Borrower are located;

(f) easements, rights-of-way, licenses, reservations, servitudes, permits, conditions, covenants, rights of others, restrictions (including zoning restrictions), oil, gas and other mineral interests, royalty interests and leases, minor defects, exceptions or irregularities in title or survey, encroachments, protrusions and other similar charges or encumbrances (including those to secure health, safety and environmental obligations), which do not interfere in any material respect with the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(g) any exception shown on a final Survey incidental to the conduct of the business of the Borrower or any of the Restricted Subsidiaries or to the ownership of its properties which were

not incurred in connection with Indebtedness for borrowed money and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Borrower or any of the Restricted Subsidiaries and any exception on the title policies issued in connection with any Mortgaged Property;

(h) any interest or title of a lessor, sublessor, licensor, sublicensor or grantor of an easement or secured by a lessor's, sublessor's, licensor's, sublicensor's interest or grantor of an easement under any lease, sublease, license, sublicense or easement to be entered into by the Borrower or any Restricted Subsidiary of the Borrower as lessee, sublessee, licensee, grantee or sublicensee to the extent permitted by this Agreement;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) Liens on goods or inventory the purchase, shipment or storage price of which is financed by a commercial letter of credit or banker's acceptance issued or created for the account of the Borrower or any Restricted Subsidiary of the Borrower; provided that such Lien secures only the obligations of the Borrower or such Restricted Subsidiary in respect of such letter of credit or banker's acceptance to the extent permitted under Section 10.1;

(k) leases, licenses, subleases or sublicenses granted to others not interfering in any material respect with the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(l) Liens arising from precautionary Uniform Commercial Code financing statement or similar filings made in respect of operating leases entered into by the Borrower or any Restricted Subsidiary of the Borrower;

(m) Liens created in the ordinary course of business in favor of banks and other financial institutions over credit balances of any bank accounts of the Borrower and the Restricted Subsidiaries held at such banks or financial institutions, as the case may be, to facilitate the operation of cash pooling and/or interest set-off arrangements in respect of such bank accounts in the ordinary course of business;

(n) Liens arising under Section 9.343 of the Texas Uniform Commercial Code or similar statutes of states other than Texas;

(o) (i) Liens on accounts receivable, other Receivables Facility Assets, or accounts into which collections or proceeds of Receivables Facility Assets are deposited, in each case arising in connection with a Permitted Receivables Financing and (ii) Liens on Securitization Assets and related assets arising in connection with a Qualified Securitization Financing;

(p) any zoning, land use, environmental or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(q) any Lien arising by reason of deposits with or giving of any form of security to any Governmental Authority for any purpose at any time as required by Applicable Law as a condition to the transaction of any business or the exercise of any privilege or license, or to enable

the Borrower or any Restricted Subsidiary to maintain self-insurance or to participate in any fund for liability on any insurance risks;

(r) Liens, restrictions, regulations, easements, exceptions or reservations of any Governmental Authority applying to nuclear fuel;

(s) rights reserved to or vested in any Governmental Authority by the terms of any right, power, franchise, grant, license or permit, or by any provision of Applicable Law, to terminate or modify such right, power, franchise, grant, license or permit or to purchase or recapture or to designate a purchaser of any of the property of such person;

(t) Liens arising under any obligations or duties affecting any of the property, the Borrower or any Restricted Subsidiary to any Governmental Authority with respect to any franchise, grant, license or permit which do not materially impair the use of such property for the purposes for which it is held;

(u) rights reserved to or vested in any Governmental Authority to use, control or regulate any property of such Person, which do not materially impair the use of such property for the purposes for which it is held;

(v) any obligations or duties, affecting the property of the Borrower or any Restricted Subsidiary, to any Governmental Authority with respect to any franchise, grant, license or permit;

(w) a set-off or netting rights granted by the Borrower or any Restricted Subsidiary of the Borrower pursuant to any Hedging Agreements, Netting Agreements or Permitted Contracts solely in respect of amounts owing under such agreements;

(x) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 10.5; provided that such Liens do not extend to any assets other than those that are the subject of such repurchase agreement;

(y) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(z) Liens on cash and Permitted Investments that are earmarked to be used to satisfy or discharge Indebtedness; provided (a) such cash and/or Permitted Investments are deposited into an account from which payment is to be made, directly or indirectly, to the Person or Persons holding the Indebtedness that is to be satisfied or discharged, (b) such Liens extend solely to the account in which such cash and/or Permitted Investments are deposited and are solely in favor of the Person or Persons holding the Indebtedness (or any agent or trustee for such Person or Persons) that is to be satisfied or discharged, and (c) the satisfaction or discharge of such Indebtedness is expressly permitted hereunder;

(aa) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by Applicable Laws; and

(bb) Liens on Stock of an Unrestricted Subsidiary or Excluded Project Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary or Excluded Project Subsidiary.

"**Permitted Other Debt**" shall mean, collectively, Permitted Other Loans and Permitted Other Notes.

"**Permitted Other Debt Documents**" shall mean any agreement, document or instrument (including any guarantee, security agreement or mortgage and which may include any or all of the Credit Documents) issued or executed and delivered with respect to any Permitted Other Debt by any Credit Party.

"**Permitted Other Debt Obligations**" shall mean, if any Permitted Other Debt is issued, all advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party arising under any Permitted Other Debt Document and, if applicable, under any Security Document, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party of any proceeding under any bankruptcy or insolvency law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Permitted Other Debt Obligations of the applicable Credit Parties under the Permitted Other Debt Documents and, if applicable, under any Security Document (and any of their Restricted Subsidiaries to the extent they have obligations under the Permitted Other Debt Documents and, if applicable, under any Security Document) include the obligation (including guarantee obligations) to pay principal, interest, charges, expenses, fees, attorney costs, indemnities and other amounts payable by any such Credit Party under any Permitted Other Debt Document and, if applicable, under any Security Document.

"**Permitted Other Debt Secured Parties**" shall mean the holders from time to time of secured Permitted Other Debt Obligations (and any representative on their behalf).

"**Permitted Other Loans**" shall mean senior secured or unsecured loans or other Indebtedness (other than notes) (which Indebtedness, if secured by a Lien on any of the Collateral, may be secured pari passu with the Obligations (without regard to control of remedies) or may be secured by a Lien ranking junior to the Lien securing the Obligations), in either case issued or incurred by the Borrower or a Restricted Subsidiary, (a) if such Permitted Other Loans are established, issued or incurred (and for the avoidance of doubt, not "assumed"), the scheduled final maturity of which are no earlier than the scheduled final maturity of the Initial Term B Loans and Term C Loans (or, in the case of Permitted Other Loans that are unsecured or secured by a Lien ranking junior to the Lien securing the Obligations, no earlier than 91 days after the scheduled final maturity of the Initial Term B Loans and Term C Loans) or, in the case of any Permitted Other Loans that are established, issued or incurred in exchange for, or which modify, replace, refinance, refund, renew, restructure or extend any other Indebtedness permitted by Section 10.1, no earlier than the scheduled final maturity and Weighted Average Life to Maturity of such exchanged, modified, replaced, refinanced, refunded, renewed, restructured or extended Indebtedness (other than customary scheduled principal amortization payments, customary offers to repurchase upon a change of control, asset sale or casualty or condemnation event, customary acceleration rights after an event of default, and AHYDO Catch-Up Payments), (b) if such Permitted Other Loans are established, issued or incurred (and for the avoidance of doubt, not "assumed"), the Weighted Average Life to Maturity of which are no earlier than the Weighted Average Life to Maturity of the Initial Term B Loans or, in the case of any Permitted Other Loans that are established, issued or incurred in exchange for, or which modify, replace, refinance, refund, renew, restructure or extend any other Indebtedness permitted by Section 10.1, no earlier than the Weighted Average Life to Maturity of such exchanged, modified, replaced, refinanced, refunded, renewed, restructured or extended Indebtedness, (c) if issued by the Borrower or a Guarantor, of which no Restricted Subsidiary of the Borrower (other than a Guarantor and, for the avoidance of doubt, the Borrower) is an obligor and (d) if secured by a Lien on any of the Collateral, are not secured by any assets of a Credit Party other than all or any portion of the Collateral, provided, the requirements of the foregoing

clause (a) and (b) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements.

"**Permitted Other Notes**" shall mean senior secured or unsecured notes (which notes, if secured, may be secured pari passu with the Obligations (without regard to control of remedies), may be secured by a Lien ranking junior to the Lien securing the Obligations or may be secured solely by assets that do not constitute Collateral), in each case either issued or incurred by the Borrower or a Restricted Subsidiary, (a) if such Permitted Other Notes are issued or incurred (and for the avoidance of doubt, not "assumed"), the terms of which do not provide for any scheduled repayment, mandatory redemption or sinking fund obligations (other than customary scheduled principal amortization payments, customary offers to repurchase upon a change of control, asset sale or casualty or condemnation event, customary acceleration rights after an event of default, and AHYDO Catch-Up Payments) prior to, at the time of incurrence, the Latest Term Maturity Date (or, in the case of Permitted Other Notes that are unsecured or secured by a Lien ranking junior to the Lien securing the Obligations, no earlier than 91 days after the Latest Term Maturity Date) or, in the case of any Permitted Other Notes that are issued or incurred in exchange for, or which modify, replace, refinance, refund, renew or extend any other Indebtedness permitted by Section 10.1, prior to the scheduled maturity date of such exchanged, modified, replaced, refinanced, refunded, renewed or extended Indebtedness, (b) other than as required by clauses (a) and (c) of this definition, the covenants and events of default of which, taken as a whole, are not materially more restrictive to the Borrower and the Restricted Subsidiaries than the terms of the Initial Term B Loans unless (1) Lenders under the Initial Term B Loans also receive the benefit of such more restrictive terms, (2) such terms reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower) or (3) any such provisions apply after the Latest Term Maturity Date), (c) if issued by the Borrower or a Guarantor, of which no Restricted Subsidiary of the Borrower (other than a Guarantor and, for the avoidance of doubt, the Borrower) is an obligor, and (d) if secured by a Lien on any of the Collateral, are not secured by any assets of a Credit Party other than all or any portion of the Collateral; provided, the requirements of the foregoing clause (a) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements.

"**Permitted Receivables Financing**" shall mean any of one or more receivables financing programs as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the obligations of which are non-recourse (except for customary representations, warranties, covenants, guarantees, purchase obligations and indemnities and other customary forms of support, in each case made in connection with such facilities) to the Borrower and the Restricted Subsidiaries (other than a Receivables Entity) providing for the sale, conveyance, or contribution to capital of Receivables Facility Assets by Participating Receivables Grantors in any transactions or series of transactions purporting to be sales of Receivables Facility Assets, directly or indirectly, to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables Entity that in turn funds such purchase by the direct or indirect sale, transfer, conveyance, pledge, or grant of participation or other interest, including security interest, in such Receivables Facility Assets to a Person that is not a Restricted Subsidiary.

"**Permitted Reorganization**" shall mean re-organizations and other activities related to tax planning and re-organization, so long as, after giving effect thereto, the security interest of the Collateral Representative, for the benefit of the Lenders, in the Collateral, taken as a whole, is not materially impaired (as determined by the Borrower in good faith).

"**Permitted Sale Leaseback**" shall mean any Sale Leaseback existing on the Closing Date or consummated by the Borrower or any Restricted Subsidiary after the Closing Date; provided that any such Sale Leaseback consummated after the Closing Date not between (a) a Credit

Party and another Credit Party or (b) a Restricted Subsidiary that is not a Credit Party and another Restricted Subsidiary that is not a Credit Party is consummated for fair value as determined at the time of consummation in good faith by (i) the Borrower or such Restricted Subsidiary and (ii) in the case of any Sale Leaseback (or series of related Sales Leasebacks) the aggregate proceeds of which exceed $50,000,000, the board of directors of the Borrower or such Restricted Subsidiary (which such determination may take into account any retained interest or other Investment of the Borrower or such Restricted Subsidiary in connection with, and any other material economic terms of, such Sale Leaseback).

"**Permitted Spin-Out Entities**" shall have the meaning provided in the definition of "Permitted Spin Out Transactions".

"**Permitted Spin Out Transactions**" shall mean (x) the spin-out (through distribution, transfer or otherwise) from the group consisting of the Borrower and its Restricted Subsidiaries of any of the following entities and assets (including the assets of the following entities): (i) Talen Montana Holdings LLC, (ii) Raven Power Generation Holdings LLC (including, without limitation, H.A. Wagner LLC and Brandon Shores LLC) and (iii) one or more to-be-formed entities holding the Borrower's undivided interests in the Keystone and Conemaugh plants and associated membership interests in Keystone Fuels, LLC, Conemaugh Fuels, LLC and Keystone – Conemaugh Projects, LLC (collectively, the "**Permitted Spin-Out Entities**"), which may be done in multiple "spin-out" transactions and may be done at separate intervals and (y) from and after any "spin-out" as described in preceding clause (x), (i) the establishment of one or more revolving credit facilities provided by the Borrower or any of its Restricted Subsidiaries to one or more of (a) the Permitted Spin-Out Entities (or any direct or indirect parent entity of a Permitted Spin-Out Entity or Subsidiary of any such parent entity) and/or (b) any other entity (or any direct or indirect parent entity of such entity or Subsidiary of any such parent entity) that is spun out or holds assets that are spun out to the extent the spin out of such entity or assets is not prohibited by the terms of this Agreement and (ii) the issuance of any letters of credit, bank guarantees, surety or performance bonds or similar instruments for which the Borrower or any Restricted Subsidiary is obligated to reimburse upon any drawing or payment thereunder (as a primary obligor, guarantor or otherwise), in each case, to support obligations of (a) the Permitted Spin-Out Entities (or any direct or indirect parent entity of a Permitted Spin-Out Entity or Subsidiary of any such parent entity) and/or (b) any other entity (or any direct or indirect parent entity of such entity or Subsidiary of any such parent entity) that is spun out or holds assets that are spun out to the extent the spin out of such entity or assets is not prohibited by the terms of this Agreement, in an aggregate principal amount under clauses (i) and (ii) (or in the case of any letters of credit, bank guarantees, surety or performance bonds or similar instruments, face amount) at any time outstanding not to exceed $100,000,000; provided, that, solely with respect to clause (x) above, after giving Pro Forma Effect to any such Permitted Spin Out Transaction, (i) no Event of Default shall have occurred or be continuing and (ii) the Borrower shall be in compliance on a Pro Forma Basis with Section 10.9.

"**Person**" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise or any Governmental Authority.

"**PJM**" shall mean PJM Interconnection, L.L.C. or any other entity succeeding thereto.

"**Plan**" shall have the meaning provided in the recitals hereto.

"**Platform**" shall have the meaning provided in Section 13.17(c).

"**Pledge Agreement**" shall mean (a) the Pledge Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time), entered into by the Credit Parties party thereto and the Collateral Trustee for the benefit

of the Secured Parties, and (b) any other Pledge Agreement with respect to any or all of the Obligations delivered pursuant to Section 9.12.

"**Post-Transaction Period**" shall mean, with respect to any Specified Transaction, the period beginning on the date such Specified Transaction is consummated and ending on the last day of the eighth full consecutive fiscal quarter immediately following the date on which such Specified Transaction is consummated.

"**Preferred Stock**" shall mean any Stock or Stock Equivalents with preferential rights of payment of dividends or upon liquidation, dissolution or winding up.

"**Prepayment Event**" shall mean any Asset Sale Prepayment Event, Recovery Prepayment Event, Debt Incurrence Prepayment Event or New Debt Incurrence Prepayment Event.

"**Pro Forma Adjustment**" shall mean, for any Test Period that includes all or any part of a fiscal quarter included in any Post-Transaction Period, with respect to the Acquired EBITDA of the applicable Pro Forma Entity or the Consolidated Adjusted EBITDA of the Borrower, the pro forma increase or decrease in such Acquired EBITDA or such Consolidated Adjusted EBITDA (including as the result of any "run-rate" synergies, operating expense reductions and improvements and cost savings and other adjustments evidenced by or contained in a due diligence quality of earnings report made available to the Administrative Agent prepared with respect to such Pro Forma Entity by a "big-four" nationally recognized accounting firm or any other accounting firm reasonably acceptable to the Administrative Agent), as the case may be, projected by the Borrower in good faith as a result of (a) actions taken or with respect to which substantial steps have been taken or are expected to be taken, prior to or during such Post-Transaction Period for the purposes of realizing cost savings or (b) any additional costs incurred prior to or during such Post-Transaction Period, in each case in connection with the combination of the operations of such Pro Forma Entity with the operations of the Borrower and the Restricted Subsidiaries; provided that (A) at the election of the Borrower, such Pro Forma Adjustment shall not be required to be determined for any Pro Forma Entity to the extent the aggregate consideration paid in connection with such acquisition was less than $25,000,000 or the aggregate Pro Forma Adjustment would be less than $25,000,000 and (B) so long as such actions are taken, or to be taken, prior to or during such Post-Transaction Period or such costs are incurred prior to or during such Post-Transaction Period, as applicable, it may be assumed, for purposes of projecting such pro forma increase or decrease to such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, that the applicable amount of such synergies, operating expense reductions and improvements and cost savings and other adjustments will be realizable during the entirety of such Test Period, or the applicable amount of such additional synergies, operating expense reductions and improvements and cost savings and other adjustments, as applicable, will be incurred during the entirety of such Test Period; provided, further that any such pro forma increase or decrease to such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, shall be without duplication for synergies, operating expense reductions and improvements and cost savings and other adjustments or additional costs already included in such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, for such Test Period.

"**Pro Forma Basis**", "**Pro Forma Compliance**" and "**Pro Forma Effect**" shall mean, with respect to compliance with any test or covenant hereunder, that (A) to the extent applicable, the Pro Forma Adjustment shall have been made and (B) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (i) in the case of a Disposition of all or substantially all Stock in any Subsidiary of the Borrower or any division, product line, or facility

used for operations of the Borrower or any Subsidiary of the Borrower, shall be excluded, and (ii) in the case of a Permitted Acquisition or Investment described in the definition of "Specified Transaction", shall be included, (b) any retirement or repayment of Indebtedness, and (c) any incurrence or assumption of Indebtedness by the Borrower or any Restricted Subsidiary in connection therewith (it being agreed that (x) if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness as at the relevant date of determination, (y) interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by an Authorized Officer of the Borrower to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP and (z) interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate as the Borrower or any applicable Restricted Subsidiary may designate); provided that, without limiting the application of the Pro Forma Adjustment pursuant to (A) above (but without duplication thereof), the foregoing pro forma adjustments may be applied to any such test or covenant solely to the extent that such adjustments are consistent with the definition of Consolidated Adjusted EBITDA and give effect to events (including operating expense reductions) that are (i) (x) directly attributable to such transaction and (y) reasonably identifiable and factually supportable in the good faith judgment of the Borrower or (ii) otherwise consistent with the definition of Pro Forma Adjustment.

"**Pro Forma Entity**" shall have the meaning provided in the definition of "Acquired EBITDA".

"**Prohibited Transaction**" shall have the meaning assigned to such term in Section 406 of ERISA or Section 4975(c) of the Code.

"**Projections**" shall have the meaning provided in Section 9.1(g).

"**PTE**" shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"**Public Company Costs**" shall mean costs relating to compliance with the provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"**PUHCA**" shall mean the Public Utility Holding Company Act of 2005, as amended to the date hereof and from time to time hereafter.

"**Q2 2024 Financials Date**" shall mean the date on which Section 9.1 Financials for the fiscal quarter ending June 30, 2024 have been or were required to have been delivered.

"**Qualified ECP Guarantor**" shall mean, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 at the time the relevant Guarantee or grant of the 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.

"**Qualified Securitization Financing**" shall mean any Securitization Facility (and any guarantee of such Securitization Facility), that meets the following conditions: (i) the Borrower shall have determined in good faith that such Securitization Facility (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Borrower and the Restricted Subsidiaries; (ii) all sales, conveyances, assignments or contributions of Securitization Assets and related assets by the Borrower or any Restricted Subsidiary to the Securitization Subsidiary or any other Person are made at fair market value (as determined in good faith by the Borrower); (iii) the financing terms, covenants, termination events and other provisions thereof shall be on market terms (as determined in good faith by the Borrower) and may include Standard Securitization Undertakings; and (iv) the obligations under such Securitization Facility are nonrecourse (except for customary representations, warranties, covenants, guarantees, purchase obligations and indemnities made in connection with such facilities) to the Borrower or any Restricted Subsidiary (other than a Securitization Subsidiary).

"**Qualifying IPO**" shall mean the issuance by the Borrower or any other direct or indirect parent of the Borrower of its common Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with a secondary public offering).

"**Real Estate**" shall mean any interest in land, buildings, improvements and fixtures owned, leased or otherwise held by any Credit Party, but excluding all operating fixtures and equipment.

"**Receivables Entity**" shall mean any Person formed solely for the purpose of (i) facilitating or entering into one or more Permitted Receivables Financings, and (ii) in each case, engaging in activities reasonably related or incidental thereto.

"**Receivables Facility Assets**" shall mean currently existing and hereafter arising or originated Accounts, Payment Intangibles and Chattel Paper (as each such term is defined in the UCC) owed or payable to any Participating Receivables Grantor, and to the extent related to or supporting any Accounts, Chattel Paper or Payment Intangibles, or constituting a receivable, all General Intangibles (as each such term is defined in the UCC) and other forms of obligations and receivables owed or payable to any Participating Receivables Grantor, including the right to payment of any interest, finance charges, late payment fees or other charges with respect thereto (the foregoing, collectively, being "**receivables**"), all of such Participating Receivables Grantor's rights as an unpaid vendor (including rights in any goods the sale of which gave rise to any receivables), all security interests or liens and property subject to such security interests or liens from time to time purporting to secure payment of any receivables or other items described in this definition, all guarantees, letters of credit, security agreements, insurance and other agreements or arrangements from time to time supporting or securing payment of any receivables or other items described in this definition, all customer deposits with respect thereto, all rights under any contracts giving rise to or evidencing any receivables or other items described in this definition, and all documents, books, records and information (including computer programs, tapes, disks, data processing software and related property and rights) relating to any receivables or other items described in this definition or to any obligor with respect thereto and all proceeds of such receivables and any other assets customarily transferred together with receivables in connection with a non-recourse accounts receivable factoring arrangement and which are sold, conveyed assigned or otherwise transferred or pledge in connection with a Permitted Receivables Financing, and all proceeds of the foregoing.

"**Receivables Fees**" shall mean distributions or payments made directly or by means of discounts with respect to any Receivables Assets or participation interest therein issued or sold in

connection with, and other fees and expenses (including reasonable fees and expenses of legal counsel) paid to a Person that is not a Restricted Subsidiary in connection with any Permitted Receivables Financing.

"**Receivables Indebtedness**" shall mean, at any time, with respect to any receivables, securitization or similar facility (including any Permitted Receivables Financing or any Securitization Facility but excluding any account receivable factoring facility entered into incurred in the ordinary course of business), the aggregate principal, or stated amount, of the "indebtedness", fractional undivided interests (which stated amount may be described as a "net investment" or similar term reflecting the amount invested in such undivided interest) or other securities incurred or issued pursuant to such receivables, securitization or similar facility, at such time, in each case outstanding at such time, owing to any Person who is not the Borrower or any Restricted Subsidiary.

"**Recovery Event**" shall mean (a) any damage to, destruction of or other casualty or loss involving any property or asset or (b) any seizure, condemnation, confiscation or taking (or transfer under threat of condemnation) under the power of eminent domain of, or any requisition of title or use of or relating to, or any similar event in respect of, any property or asset.

"**Recovery Prepayment Event**" shall mean the receipt of cash proceeds with respect to any settlement or payment in connection with any Recovery Event in respect of any property or asset of the Borrower or any Restricted Subsidiary; provided that the term "Recovery Prepayment Event" shall not include any Asset Sale Prepayment Event.

"**Redemption Notice**" shall have the meaning provided in Section 10.7(a).

"**Reference Time**" with respect to any setting of the then-current Benchmark shall mean (1) if such Benchmark is the Term SOFR Rate, 6:00 a.m. on the day that is two U.S. Government Securities Business Days preceding the date of such setting and (2) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

"**Refinanced Debt**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinanced Term B Loans**" shall have the meaning provided in Section 13.1.

"**Refinanced Term C Loans**" shall have the meaning provided in Section 13.1.

"**Refinancing Amendment**" shall have the meaning provided in Section 2.15(b)(vii).

"**Refinancing Commitments**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinancing Facility Closing Date**" shall have the meaning provided in Section 2.15(b)(iv).

"**Refinancing Facility**" shall mean any new Class of Loans or Commitments or increases to existing Classes of Loans or Commitments established pursuant to Section 2.15(b).

"**Refinancing Lenders**" shall have the meaning provided in Section 2.15(b)(iii).

"**Refinancing Loan**" shall have the meaning provided in Section 2.15(b)(ii).

"**Refinancing Loan Request**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinancing Revolving Commitments**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinancing Revolving Lender**" shall have the meaning provided in Section 2.15(b)(iii).

"**Refinancing Revolving Loan**" shall have the meaning provided in Section 2.15(b)(ii).

"**Refinancing Term B Commitments**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinancing Term B Lender**" shall have the meaning provided in Section 2.15(b)(iii).

"**Refinancing Term B Loan**" shall have the meaning provided in Section 2.15(b)(ii).

"**Refinancing Term B Repayment Amount**" shall have the meaning provided in Section 2.5(c).

"**Refinancing Term C Commitments**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinancing Term C Lender**" shall have the meaning provided in Section 2.15(b)(iii).

"**Refinancing Term C Loan**" shall have the meaning provided in Section 2.15(b)(ii).

"**Register**" shall have the meaning provided in Section 13.6(b)(iv).

"**Regulation T**" shall mean Regulation T of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Regulation U**" shall mean Regulation U of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Regulation X**" shall mean Regulation X of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Reimbursement Date**" shall have the meaning provided in Section 3.4(a).

"**Reinvestment Period**" shall mean 12 months following the date of receipt of Net Cash Proceeds of an Asset Sale Prepayment Event or Recovery Prepayment Event.

"**Rejection Notice**" shall have the meaning provided in Section 5.2(h).

"**Related Parties**" shall mean, with respect to any specified Person, such Person's Affiliates and the directors, officers, employees, agents, trustees and advisors of such Person and any Person that possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

"**Relevant Governmental Body**" shall mean the Board and/or the NYFRB, the CME Term SOFR Administrator, as applicable, or a committee officially endorsed or convened by the Board and/or the NYFRB or, in each case, any successor thereto.

"**Repayment Amount**" shall mean an Initial Term B Repayment Amount, an Extended Term B Repayment Amount, an Incremental Term B Repayment Amount, a Refinancing Term B Repayment Amount, or a Replacement Term B Repayment Amount scheduled to be repaid on any date.

"**Replaced Revolving Loans**" shall have the meaning provided in Section 13.1.

"**Replaced Term C Loans**" shall have the meaning provided in Section 13.1.

"**Replacement Facility**" shall have the meaning provided in Section 13.1.

"Replacement Revolving Commitments" shall mean commitments to make Permitted Other Loans that are provided by one or more lenders, in exchange for, or which are to be used to refinance, replace, renew, modify, refund or extend Revolving Commitments (and related Revolving Loans), Extended Revolving Commitments (and related Extended Revolving Loans), Additional Revolving Commitments (and related Additional Revolving Loans) or previous Replacement Revolving Commitments (and related Permitted Other Loans); provided that, substantially contemporaneously with the provision of such Replacement Revolving Commitments, Commitments of the Classes being exchanged, refinanced, replaced, renewed, modified refunded or extended (the "**Replaced Classes**") are reduced and permanently terminated (and any corresponding Loans outstanding prepaid) in the manner (except with respect to Replacement Revolving Commitments and related Permitted Other Loans) set forth in Section 5.2(e), in an amount such that, after giving effect to such replacement, the aggregate principal amount of Replacement Revolving Commitments plus the aggregate principal amount of Commitments or commitments of the Replaced Classes remaining outstanding after giving effect to such replacement do not exceed the aggregate principal amount of Commitments or commitments of the Replaced Classes that was in effect immediately prior to the replacement.

"**Replacement Term B Loans**" shall have the meaning provided in Section 13.1.

"**Replacement Term B Repayment Amount**" shall have the meaning provided in Section 2.5(c).

"**Replacement Term C Loans**" shall have the meaning provided in Section 13.1.

"**Reportable Event**" shall mean an event described in Section 4043 of ERISA and the regulations thereunder, other than any event as to which the thirty day notice period has been waived.

"**Repricing Transaction**" shall mean (i) any prepayment or repayment of Initial Term B Loans or Term C Loans with the proceeds of, or any conversion of Initial Term B Loans or Term C Loans into, any substantially concurrent issuance of new or replacement tranche of broadly syndicated Dollar-denominated senior secured first lien term loans under credit facilities the primary purpose (as determined by the Borrower in good faith) of which is to reduce the Yield applicable to the Initial Term B Loans or the Term C Loans, as applicable, and (ii) any amendment to the Initial Term B Loans or Term C Loans (or any exercise of any "yank-a-bank" rights in connection therewith) the primary purpose of which is to reduce the Yield applicable to the Initial Term B Loans or Term C Loans, as applicable; provided that a Repricing Transaction shall not include any such prepayment, repayment or amendment in connection with (x) a Change of Control or other "change of control" transaction or a Permitted Spin-Out Transaction, (y) initial public offering of the Borrower or any direct or indirect parent thereof or (z) a Permitted Acquisition, other Investment, merger, amalgamation, dissolution, liquidation, consolidation or disposition by the Borrower or any Restricted Subsidiary that is either (a) not permitted by the terms of this Agreement immediately prior to the consummation of such Permitted Acquisition or other Investment, merger, amalgamation, dissolution, liquidation, consolidation or disposition or (b) if permitted by the terms of this Agreement

immediately prior to the consummation of such Permitted Acquisition, other Investment, merger, amalgamation, dissolution, liquidation, consolidation or disposition, would not provide the Borrower and its Restricted Subsidiaries with adequate flexibility under this Agreement for the continuation and/or expansion of their combined operations following such consummation, as determined by the Borrower acting in good faith.

"**Required Lenders**" shall mean, at any date, Non-Defaulting Lenders having or holding a majority of the sum of (a) the outstanding amount of the Term B Loans in the aggregate at such date, (b) the outstanding amount of Term C Loans in the aggregate at such date, (c)(i) the Adjusted Total Revolving Commitment at such date or (ii) if the Total Revolving Commitment has been terminated or for the purposes of acceleration pursuant to Section 11, the outstanding principal amount of the Revolving Loans and Revolving L/C Exposure (excluding the Revolving Loans and Revolving L/C Exposure of Defaulting Lenders) in the aggregate at such date, (d)(i) the Adjusted Total Extended Revolving Commitments of each Extension Series at such date or (ii) if the Total Extended Revolving Commitment of any Extension Series has been terminated or for the purposes of acceleration pursuant to Section 11, the outstanding principal amount of the Extended Revolving Loans of such Extension Series and the related Revolving L/C Exposure (excluding the Revolving Loans and Revolving L/C Exposure of Defaulting Lenders) in the aggregate at such date, and (e)(i) the Adjusted Total Additional Revolving Commitments of each tranche of Additional Revolving Commitments at such date or (ii) if the Total Additional Revolving Commitment of any tranche of Additional Revolving Commitments has been terminated or for the purposes of acceleration pursuant to Section 11, the outstanding principal amount of the Additional Revolving Loans of such tranche and the related revolving letter of credit exposure (excluding the Additional Revolving Loans and revolving letter of credit exposure of Defaulting Lenders) in the aggregate at such date.

"**Required Revolving Lenders**" shall mean, at any date, Non-Defaulting Lenders holding a majority of the Adjusted Total Revolving Commitment at such date (or, if the Total Revolving Commitment has been terminated at such time, a majority of the Revolving Credit Exposure (excluding Revolving Credit Exposure of Defaulting Lenders) at such time).

"**Required Term B Lenders**" shall mean, at any date, Lenders having or holding a majority of the aggregate outstanding principal amount of the Term B Loans at such date.

"**Required Term C Lenders**" shall mean, at any date, Lenders having or holding a majority of the aggregate outstanding principal amount of the Term C Loans at such date.

"**Requirement of Law**" shall mean, as to any Person, and any law, treaty, rule, or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"**Resolution Authority**" shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"**Restoration Certification**" shall mean, with respect to any Recovery Prepayment Event, a certification made by an Authorized Officer of the Borrower or any Restricted Subsidiary, as applicable, to the Administrative Agent prior to the end of the Reinvestment Period certifying that the Borrower or such Restricted Subsidiary intends to use the proceeds received in connection with such Recovery Prepayment Event (x) to repair, restore, refurbish or replace the property or assets in respect of which such Recovery Prepayment Event occurred or (y) or to invest in assets used or useful in a Similar Business.

"**Restricted Foreign Subsidiary**" shall mean a Foreign Subsidiary that is a Restricted Subsidiary.

"**Restricted Subsidiary**" shall mean any Subsidiary of the Borrower other than an Unrestricted Subsidiary; provided, however, that, after any Restricted Subsidiary is designated as an "Excluded Project Subsidiary" in accordance with the definition thereof (and until such time as such "Excluded Project Subsidiary" is redesignated as a "Restricted Subsidiary"), such Excluded Project Subsidiary shall not constitute a Restricted Subsidiary for purposes of this Agreement, other than for purposes of Sections 9.16, 10.1, 10.2, and 10.11.

"**Retained Declined Proceeds**" shall have the meaning provided in Section 5.2(h).

"**Returns**" shall mean, with respect to any Investment, any dividends, distributions, interest, fees, premium, return of capital, repayment of principal, income, profits (from a Disposition or otherwise) and other amounts received or realized in respect of such Investment.

"**Revolving Commitment Fee Rate**" shall mean at any date (i) prior to the delivery of the Section 9.1 Financials and the related Officer's Certificate for the first full fiscal quarter commencing on or after the Closing Date, 0.50% per annum and (ii) thereafter, the percentages per annum set forth in the table below, based upon the Consolidated First Lien Net Leverage Ratio as set forth in the most recent Officer's Certificate delivered to the Administrative Agent in connection with the Section 9.1 Financials:

Pricing Level	Consolidated First Lien Net Leverage Ratio Level	Revolving Commitment Fee Rate
I	Less than or equal to (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	0.375%
II	Greater than (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	0.50%

Any increase or decrease in the Revolving Commitment Fee Rate resulting from a change in the Consolidated First Lien Net Leverage Ratio shall become effective as of the first Business Day immediately following the date the Officer's Certificate is delivered in connection with the Section 9.1 Financials.

Notwithstanding the foregoing, (a) the Revolving Commitment Fee Rate in respect of any Class of Extended Revolving Commitments or Extended Revolving Loans shall be the applicable rate set forth in the relevant Extension Amendment and (b) the Revolving Commitment Fee Rate in respect of any New Refinancing Revolving Commitments, Additional Revolving Commitments or Additional Revolving Loans shall be the applicable rate set forth in the relevant Refinancing Facility, Replacement Facility or other applicable agreement.

In addition, upon written request from the Required Revolving Lenders, the highest pricing level applicable to the Revolving Commitment Fee Rate shall apply at any time during which the Borrower shall have failed to deliver the Section 9.1 Financials by the applicable date required under Section 9.1 (but only for so long as such failure continues, after which such ratio shall be determined based on the then existing Consolidated First Lien Net Leverage Ratio) as set forth in the applicable Officer's Certificate. Notwithstanding anything to the contrary contained above in this definition, the Revolving Commitment Fee Rate shall be the highest Revolving Commitment Fee Rate set forth in the table above at all times during which there shall exist any Event of Default pursuant to Section 11.1 or 11.5.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the First Lien Net Leverage Ratio set forth in any applicable Officer's Certificate delivered in connection with the Section 9.1 Financials delivered for any period is inaccurate for any reason and the result thereof is that the Revolving Lenders received a Revolving Commitment Fee for any period based on a Revolving Commitment Fee Rate that is less than that which would have been applicable had the First Lien Net Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the "Revolving Commitment Fee Rate" for any day occurring within the period covered by such applicable Officer's Certificate delivered in connection with the Section 9.1 Financials shall retroactively be deemed to be the relevant percentage as based upon the accurately determined First Lien Net Leverage Ratio for such period, and any shortfall in the Revolving Commitment Fee theretofore paid by the Borrower for the relevant period pursuant to Section 4.1(a) as a result of the miscalculation of the First Lien Net Leverage Ratio shall be deemed to be (and shall be) due and payable under the relevant provisions of Section 4.1(a) at the time the Revolving Commitment Fee for such period was required to be paid pursuant to said Section on the same basis as if the First Lien Net Leverage Ratio had been accurately set forth in such Officer's Certificate delivered in connection with Section 9.1 Financials (and shall remain due and payable until paid in full, together with all amounts owing under Section 2.8(c) (subject to the proviso below), in accordance with the terms of this Agreement). Such Revolving Commitment Fee Rate shall be due and payable on the earlier of (i) the occurrence of a Default or an Event of Default under Section 11.5 and (ii) promptly upon written demand to the Borrower (but in no event later than five (5) Business Days after such written demand); provided that in the case of preceding clause (ii), nonpayment of such Revolving Commitment Fee Rate as a result of any inaccuracy shall not constitute a Default or Event of Default (whether retroactively or otherwise), and no such amounts shall be deemed overdue (and no amounts shall accrue interest at the applicable default rate), at any time prior to the date that is five (5) Business Days after such written demand to the Borrower.

"**Revolving Commitment Fee**" shall have the meaning provided in Section 4.1(a).

"**Revolving Commitment Percentage**" shall mean at any time, for each Lender, the percentage obtained by dividing (a) such Lender's Revolving Commitment at such time by (b) the amount of the Total Revolving Commitment at such time; provided that at any time when the Total Revolving Commitment shall have been terminated, each Lender's Revolving Commitment Percentage shall be the percentage obtained by dividing (a) such Lender's Revolving Credit Exposure at such time by (b) the Revolving Credit Exposure of all Lenders at such time.

"**Revolving Commitment**" shall mean (a) with respect to each Revolving Lender on the Closing Date, the amount set forth opposite such Revolving Lender's name on Schedule 1.1(a) as such Revolving Lender's "Revolving Commitment" and (b) in the case of any Person that becomes a Revolving Lender after the Closing Date, the amount specified as such Revolving Lender's applicable "Revolving Commitment" in the Assignment and Acceptance pursuant to which such Revolving Lender assumed a portion of the Total Revolving Commitment. On the Closing Date, the aggregate amount of the Revolving Commitments of all Revolving Lenders is $700,000,000.

"**Revolving Credit Exposure**" shall mean, with respect to any Lender at any time, the sum of (a) the aggregate principal amount of the Revolving Loans of such Lender then outstanding and (b) such Lender's Revolving L/C Exposure at such time.

"**Revolving Credit Facility**" shall mean the revolving credit facility represented by the Revolving Commitments.

"**Revolving Credit Maturity Date**" shall mean May 17, 2028.

"**Revolving Extension Request**" shall have the meaning provided in Section 2.15(a)(iii).

"**Revolving L/C Borrowing**" shall mean an extension of credit resulting from a drawing under any Revolving Letter of Credit which has not been reimbursed on the date when made or refinanced as a Borrowing.

"**Revolving L/C Commitment**" shall mean, as of any date, an amount equal to the aggregate amount of Revolving Commitments as of such date, as the same may be reduced from time to time pursuant to Section 4.2(c).

"**Revolving L/C Exposure**" shall mean, with respect to any Revolving Lender, at any time, the sum of (a) the principal amount of any Unpaid Drawings under Revolving Letters of Credit in respect of which such Lender has made (or is required to have made) payments to the Revolving L/C Issuer pursuant to Section 3.4(a) at such time and (b) such Lender's Revolving Commitment Percentage of the Revolving Letters of Credit Outstanding at such time (excluding the portion thereof consisting of Unpaid Drawings under Revolving Letters of Credit in respect of which the Lenders have made (or are required to have made) payments to the Revolving L/C Issuer pursuant to Section 3.4(a)).

"**Revolving L/C Fee**" shall have the meaning provided in Section 4.1(c).

"**Revolving L/C Issuers**" shall mean (a) on the Closing Date, (i) the Administrative Agent, Goldman Sachs Banks USA, Royal Bank of Canada, Deutsche Bank AG New York Branch and Credit Suisse AG (acting through such of its Affiliates and branches as it deems appropriate) (and, in the case of such Affiliates referenced in this clause (a), solely to the extent reasonably acceptable to the Borrower) and (b) at any time such Person who shall become a Revolving L/C Issuer pursuant to Section 3.6 (it being understood that if any such Person ceases to be a Revolving Lender hereunder, such Person will remain a Revolving L/C Issuer with respect to any Revolving Letters of Credit issued by such Person that remained outstanding as of the date such Person ceased to be a Lender). Any Revolving L/C Issuer may, in its discretion, arrange for one or more Revolving Letters of Credit to be issued by Affiliates of such Revolving L/C Issuer reasonably acceptable to the Borrower, and in each such case the term "Revolving L/C Issuer" shall include any such Affiliate or Lender with respect to Revolving Letters of Credit issued by such Affiliate or Lender. References herein and in the other Credit Documents to the Revolving L/C Issuer shall be deemed to refer to the Revolving L/C Issuer in respect of the applicable Letter of Credit or to all Revolving L/C Issuers, as the context requires.

"**Revolving L/C Maturity Date**" shall mean the date that is five Business Days prior to the Revolving Credit Maturity Date.

"**Revolving L/C Obligations**" shall mean, as at any date of determination, the aggregate Stated Amount of all outstanding Revolving Letters of Credit plus the aggregate principal amount of all Unpaid Drawings under all Revolving Letters of Credit, including all Revolving L/C Borrowings. For all purposes of this Agreement, if on any date of determination a Revolving Letter of Credit has expired by its

terms but any amount may still be drawn thereunder by reason of the operation of any law or rule of uniform practices to which any Revolving Letter of Credit is subject (including Rule 3.13 and Rule 3.14 of the ISP) or similar terms in the Revolving Letter of Credit itself, such Revolving Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"**Revolving L/C Participant**" shall have the meaning provided in Section 3.3(a).

"**Revolving L/C Participation**" shall have the meaning provided in Section 3.3(a).

"**Revolving Lender**" shall mean, at any time, any Lender that has a Revolving Commitment at such time (or, after the termination of its Revolving Commitment, Revolving Credit Exposure at such time).

"**Revolving Letter of Credit**" shall mean each letter of credit issued pursuant to Section 3.1(a)(i).

"**Revolving Letters of Credit Outstanding**" shall mean, at any time, with respect to any Revolving L/C Issuer, the sum of, without duplication, (a) the aggregate Stated Amount of all outstanding Revolving Letters of Credit issued by such Revolving L/C Issuer and (b) the aggregate principal amount of all Unpaid Drawings in respect of all such Revolving Letters of Credit. References herein and in the other Credit Documents to the Revolving Letters of Credit Outstanding shall be deemed to refer to the Revolving Letters of Credit Outstanding in respect of all Revolving Letters of Credit issued by the applicable Revolving L/C Issuer or to the Revolving Letters of Credit Outstanding in respect of all Revolving Letters of Credit, as the context requires.

"**Revolving Loans**" shall mean the Initial Revolving Loans, each additional Loan made by a Revolving Lender pursuant to Section 2.1(c), any Incremental Revolving Loans, loans under any Replacement Facility, any Refinancing Revolving Loans or any Extended Revolving Loans, as applicable.

"**RTO**" shall mean "regional transmission organization," as further defined by FERC policies, orders and regulations.

"**S&P**" shall mean Standard & Poor's Ratings Services or any successor to its rating agency business.

"**Sale Leaseback**" shall mean any transaction or series of related transactions pursuant to which the Borrower or any Restricted Subsidiary (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

"**Sanctions Laws**" shall have the meaning provided in Section 8.19.

"**Sanctions**" shall have the meaning provided in Section 8.19.

"**SEC**" shall mean the U.S. Securities and Exchange Commission or any successor agency thereto.

"**Section 2.15(a) Additional Amendment**" shall have the meaning provided in Section 2.15(a)(v).

"**Section 9.1 Financials**" shall mean the financial statements delivered, or required to be delivered, pursuant to Section 9.1(a) or (b) together with the accompanying Officer's Certificate delivered, or required to be delivered, pursuant to Section 9.1(c).

"**Secured Bank Parties**" shall mean the Administrative Agent, the Collateral Agent, the L/C Issuers, each Lender, each Hedge Bank that is party to any Secured CA Hedging Agreement, each Cash Management Bank that is a party to a Secured CA Cash Management Agreement and each sub-agent pursuant to Section 12 appointed by the Administrative Agent with respect to matters relating to the Credit Facilities or appointed by the Collateral Agent with respect to matters relating to any Security Document.

"**Secured CA Cash Management Agreement**" shall mean any Cash Management Agreement that is entered into by and between the Borrower or any Restricted Subsidiary and any Cash Management Bank; *provided* that in no event shall a Secured Cash Management Agreement as defined in the Collateral Trust Agreement be considered a Secured CA Cash Management Agreement for purposes of this Agreement.

"**Secured CA Hedging Agreement**" shall mean any Hedging Agreement that is entered into by and between the Borrower or any Restricted Subsidiary and any Hedge Bank; *provided* that in no event shall a Secured Hedging Agreement as defined in the Collateral Trust Agreement be considered a Secured CA Hedging Agreement for purposes of this Agreement.

"**Secured Cash Management Agreement**" shall mean (i) any Secured CA Cash Management Agreement and (ii) any Secured Cash Management Agreement (as defined in the Collateral Trust Agreement).

"**Secured Hedging Agreement**" shall mean (i) any Secured CA Hedging Agreement and (ii) any Secured Hedging Agreement (as defined in the Collateral Trust Agreement).

"**Secured Parties**" shall mean the Secured Bank Parties, the Collateral Trustee (for so long as the Collateral Trust Agreement is in effect), each other First Lien Secured Party (other than the Secured Bank Parties) and each sub-agent appointed by the Collateral Representative with respect to matters relating to any Security Document.

"**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Securitization Asset**" shall mean (a) any accounts receivable, inventory or related assets and the proceeds thereof, in each case, subject to a Securitization Facility and (b) all collateral securing such receivable, inventory or related asset, all contracts and contract rights, guaranties or other obligations in respect of such receivable, inventory or related asset, lockbox accounts and records with respect to such account or asset and all proceeds of such assets and any other assets customarily transferred (or in respect of which security interests are customarily granted), together with accounts or assets in a securitization financing and which in the case of clause (a) and (b) above are sold, conveyed, assigned or otherwise transferred or pledged in connection with a Qualified Securitization Financing.

"**Securitization Facility**" shall mean any transaction or series of securitization financings that may be entered into by the Borrower or any Restricted Subsidiary pursuant to which the Borrower or any such Restricted Subsidiary may sell, convey, assign, contribute or otherwise transfer, or may grant a security interest in, Securitization Assets, directly or indirectly, to either (a) a Person that is not the Borrower or a Restricted Subsidiary or (b) a Securitization Subsidiary that in turn sells such Securitization Assets to

a Person that is not the Borrower or a Restricted Subsidiary, or may grant a security interest in, any Securitization Assets of the Borrower or any of its Subsidiaries.

"**Securitization Fees**" shall mean distributions or payments made directly or by means of discounts with respect to any Securitization Asset or participation interest therein issued or sold in connection with, and other fees and expenses (including reasonable fees and expenses of legal counsel) paid to a Person that is not the Borrower or a Restricted Subsidiary in connection with, any Qualified Securitization Financing.

"**Securitization Repurchase Obligation**" shall mean any obligation of a seller or servicer (or any guaranty of such obligation) of (i) Receivables Facility Assets under a Permitted Receivables Financing to repurchase, or otherwise make payments with respect to, Receivables Facility Assets or (ii) Securitization Assets in a Qualified Securitization Financing to repurchase, or otherwise make payments with respect to, Securitization Assets, in either case, arising as a result of a breach of a representation, warranty or covenant or otherwise, including, without limitation, as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller or servicer.

"**Securitization**" shall mean a public or private offering by a Lender or any of its Affiliates or their respective successors and assigns of securities or notes which represent an interest in, or which are collateralized, in whole or in part, by the Loans and the Lender's rights under the Credit Documents.

"**Securitization Subsidiary**" shall mean any Subsidiary of the Borrower in each case formed for the purpose of, and that solely engages in, one or more Qualified Securitization Financings and other activities reasonably related thereto or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which the Borrower or any Restricted Subsidiary makes an Investment and to which the Borrower or such Restricted Subsidiary sells, conveys, assigns or otherwise transfers Securitization Assets and related assets.

"**Security Agreement**" shall mean the Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time), entered into by the Borrower, the other grantors party thereto and the Collateral Trustee for the benefit of the Secured Parties.

"**Security Documents**" shall mean, collectively, (a) the Security Agreement, (b) the Pledge Agreement, (c) the Mortgages, (d) the Collateral Trust Agreement, the First Lien Intercreditor Agreement (if any), the Junior Lien Intercreditor Agreement (if any), and any other intercreditor agreement executed and delivered pursuant to Section 10.2 and (e) each other security agreement or other instrument or document executed and delivered pursuant to Section 9.11, 9.12, or 9.14 or pursuant to any other such Security Documents.

"**Senior Notes Trustee**" shall have the meaning provided in the definition of "2023 Notes Indenture."

"**Series**" shall have the meaning provided in Section 2.14(a).

"**Shared Services and Tax Agreements**" shall mean, collectively, (i) any shared services or similar agreement to which the Borrower or any of its Restricted Subsidiaries is a party and (ii) any tax sharing agreements to which the Borrower or any of its Restricted Subsidiaries is a party.

"**Similar Business**" shall mean any business conducted or proposed to be conducted by the Borrower and the Restricted Subsidiaries, taken as a whole, on the Closing Date or any other business activities which are reasonable extensions thereof or otherwise similar, incidental, corollary, complementary, synergistic, reasonably related, or ancillary to any of the foregoing (including non-core incidental businesses acquired in connection with any Permitted Acquisition or permitted Investment), in each case as determined by the Borrower in good faith.

"**SOFR**" means a rate equal to the secured overnight financing rate as administered by the NYFRB (or a successor administrator of the secured overnight financing rate).

"**SOFR Administrator**" shall mean the NYFRB (or a successor administrator of the secured overnight financing rate).

"**SOFR Administrator's Website** " shall mean the NYFRB's website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"**SOFR Determination Date**" shall have the meaning provided in the definition of "Daily Simple SOFR".

"**SOFR Rate Day**" shall have the meaning provided in the definition of "Daily Simple SOFR".

"**Solvency Certificate**" shall mean a Solvency Certificate substantially in the form of Exhibit E.

"**Solvent**" shall have the meaning assigned to it in the Solvency Certificate.

"**Specified Default**" shall mean any Event of Default under Sections 11.1 or 11.5.

"**Specified Existing Revolving Commitment**" shall have the meaning provided in Section 2.15(a)(ii).

"**Specified Representations**" shall mean the representations and warranties made by the Borrower and, and to the extent applicable, the Guarantors, set forth in (i) Section 8.1(a) (solely with respect to valid existence), (ii) Section 8.2, (iii) Section 8.3(c) (solely with respect to the Organizational Documents of any Credit Party), (iv) Section 8.5, (v) Section 8.7, (vi) Section 8.16 (which shall be satisfied by the delivery of a Solvency Certificate), (vii) Section 8.17, and (viii) the last sentence of Section 8.19.

"**Specified Revolving L/C Commitment**" shall mean, with respect to any Revolving L/C Issuer, the amount set forth opposite such Revolving L/C Issuer's name on Schedule 1.1(a) or such other amount agreed to between the Borrower and such Revolving L/C Issuer or as is specified in the agreement pursuant to which such Person becomes a Revolving L/C Issuer entered into pursuant to Section 3.6(a) hereof.

"**Specified Term L/C Commitment**" shall mean, with respect to any Term L/C Issuer, the amount set forth opposite such Term L/C Issuer's name on Schedule 1.1(a) directly below the column entitled "Term L/C Commitment" or such other amount as agreed to between the Borrower and such Term L/C Issuer or as is specified in the agreement pursuant to which such Person becomes a Term L/C Issuer entered into pursuant to Section 3.6(a) hereof.

"**Specified Transaction**" shall mean, with respect to any period, any Investment, the signing of a letter of intent or purchase agreement with respect to any Investment, any Disposition of assets, Permitted Sale Leaseback, incurrence or repayment of Indebtedness, dividend, Subsidiary designation, Incremental Term B Loan, Incremental Term C Loan, Incremental Revolving Commitments, Incremental Revolving Loans or other event that by the terms of this Agreement requires "Pro Forma Compliance" with a test or covenant hereunder or requires such test or covenant to be calculated on a "Pro Forma Basis".

"**SPV**" shall have the meaning provided in Section 13.6(g).

"**Standard Securitization Undertakings**" shall mean representations, warranties, covenants and indemnities entered into by the Borrower or any Restricted Subsidiary which the Borrower has determined in good faith to be customary in a Securitization Facility, including, without limitation, those relating to the servicing of the assets of a Securitization Subsidiary, it being understood that any Securitization Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"**Stated Amount**" of any Letter of Credit shall mean the maximum amount from time to time available to be drawn thereunder, determined without regard to whether any conditions to drawing could then be met.

"**Stated Maturity**" shall mean, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for payment thereof; provided that, with respect to any pollution control revenue bonds or similar instruments, the Stated Maturity of any series thereof shall be deemed to be the date set forth in any instrument governing such Indebtedness for the remarketing of such Indebtedness.

"**Stock**" shall mean shares of capital stock or shares in the capital, as the case may be (whether denominated as common stock or preferred stock or ordinary shares or preferred shares, as the case may be), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity, whether voting or non-voting, provided that any instrument evidencing Indebtedness convertible or exchangeable for Stock shall not be deemed to be Stock unless and until such instrument is so converted or exchanged.

"**Stock Equivalents**" shall mean all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable, provided that any instrument evidencing Indebtedness convertible or exchangeable for Stock Equivalents shall not be deemed to be Stock Equivalents unless and until such instrument is so converted or exchanged.

"**Subsequent Transaction**" shall have the meaning provided in Section 1.11.

"**Subsidiary Guarantor**" shall mean each Guarantor that is a Subsidiary of the Borrower.

"**Subsidiary**" of any Person shall mean and include (a) any corporation more than 50% of whose Stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time Stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries and (b) any limited liability company, partnership, association, joint venture or other entity of which such Person directly or indirectly

through Subsidiaries has more than a 50% equity interest at the time or is a controlling general partner. Unless otherwise expressly provided, all references herein to a "Subsidiary" shall mean a Subsidiary of the Borrower.

"**Successor Borrower**" shall have the meaning provided in Section 10.3(a).

"**Survey**" shall mean a survey of any Mortgaged Property (and all improvements thereon), including a survey based on aerial photography or a ZipMap that is (a) sufficient, either alone or in connection with a survey (or "no change") affidavit in form and substance customary in the applicable jurisdiction, for the Title Company to remove (to the extent permitted by Applicable Law) or amend all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue such endorsements or other survey coverage, to the extent available in the applicable jurisdiction, as the Collateral Agent (acting at the direction of the Administrative Agent) may reasonably request or (b) otherwise reasonably acceptable to the Collateral Agent (acting at the direction of the Administrative Agent), taking into account the size, type and location of the Real Estate covered thereby.

"**Susquehanna**" shall mean Susquehanna Nuclear, LLC and any of its successors and assigns.

"**Susquehanna Assets**" shall mean any equity interests of Susquehanna or any assets (other than cash and Cash Equivalents) owned by Susquehanna as of the Closing Date.

"**Susquehanna Event of Default**" shall mean (i) the making of any Restricted Payment by the Borrower or any Restricted Subsidiary of all or a portion of the Susquehanna Assets, (ii) the making of any Investment in any Person by the Borrower or any Restricted Subsidiary using all or a portion of the Susquehanna Assets or (iii) any transaction entered into by the Borrower or any Restricted Subsidiary in which Susquehanna ceases to be a Subsidiary Guarantor other than a transaction that complies with Section 10.3; provided, that none of the following shall be considered a "Susquehanna Event of Default": (x) any sale or other Disposition of Susquehanna Assets with an aggregate fair market value per 12-month period equal to or less than $2,000,000, (y) any sale or other Disposition of Susquehanna Assets that occurs in ordinary course of business and consistent with past practice and (z) any sale or other Disposition, Restricted Payment or Investment involving Susquehanna Assets among the Borrower and one or more Subsidiary Guarantors; provided further that in the case of clauses (x) and (y) above, any such Susquehanna Assets not transferred or subject to such Disposition shall be held by the Borrower or one or more Subsidiary Guarantors.

"**Swap Obligation**" shall mean, 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.

"**Swap Termination Value**" shall mean, in respect of any one or more Hedging Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Agreements, (a) for any date on or after the date such Hedging Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined in accordance with GAAP.

"**Taxes**" shall mean any and all present or future taxes, duties, levies, imposts, assessments, deductions, withholdings (including backup withholdings) or other similar charges imposed by any Governmental Authority whether computed on a separate, consolidated, unitary, combined or other basis and any interest, fines, penalties or additions to tax with respect to the foregoing.

"**Term B Extension Request**" shall have the meaning provided in Section 2.15(a)(i).

"**Term B Facility**" shall mean the facility providing for the Term B Loans.

"**Term B Increase**" shall have the meaning provided in Section 2.14(a).

"**Term B Lender**" shall mean each Lender holding a Term B Loan.

"**Term B Loans**" shall mean the Initial Term B Loans, any Incremental Term B Loan, any Replacement Term B Loan, any Refinancing Term B Loans or any Extended Term B Loans, as applicable.

"**Term B Maturity Date**" shall mean May 17, 2030.

"**Term C Collateral Account Balance** " shall mean, at any time, with respect to any Term C Collateral Account, the aggregate amount on deposit in such Term C Collateral Account. References herein and in the other Credit Documents to the Term C Collateral Account Balance shall be deemed to refer to the Term C Collateral Account Balance in respect of the applicable Term C Collateral Account or to the Term C Collateral Account Balance in respect of all Term C Collateral Accounts, as the context may require.

"**Term C Collateral Account**" shall mean one or more cash collateral accounts or securities accounts established pursuant to, and subject to the terms of, Section 3.9 for the purpose of cash collateralizing the Term L/C Obligations in respect of Term Letters of Credit.

"**Term C Extension Request**" shall have the meaning provided in Section 2.15(a)(iii).

"**Term C Facility**" shall mean the facility providing for the Term C Loans.

"**Term C Increase**" shall have the meaning provided in Section 2.14(a).

"**Term C Lender**" shall mean each Lender holding a Term C Loan.

"**Term C Loan**" shall mean the Initial Term C Loans, any Incremental Term C Loans, any Extended Term C Loans, any Refinancing Term C Loans, or any Replacement Term C Loans, as applicable.

"**Term C Maturity Date**" shall mean May 17, 2030.

"**Term L/C Cash Coverage Requirement**" shall have the meaning provided in Section 3.9.

"**Term L/C Obligations**" shall mean, as at any date of determination, the aggregate Stated Amount of all outstanding Term Letters of Credit plus the aggregate principal amount of all Unpaid Drawings under all Term Letters of Credit. For all purposes of this Agreement, if on any date of determination a Term Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of any law or rule of uniform practices to which any Term Letter of Credit is subject (including Rule 3.13 and Rule 3.14 of the ISP) or similar terms in the Term Letter of Credit itself, such Term Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"**Term L/C Permitted Investments**" shall mean:

(a) any Permitted Investments described in clauses (a) through (g) of the definition thereof; and

(b) such other securities as agreed to by the Borrower and the applicable Term L/C Issuer from time to time.

"**Term L/C Termination Date**" shall mean the date that is five Business Days prior to the Term C Maturity Date or any applicable Incremental Term C Maturity Date.

"**Term L/C Commitment**" shall mean $470,000,000, as the same may be reduced from time to time pursuant to Section 2.5(a) or Section 5.2(d).

"**Term L/C Issuer**" shall mean (a) on the Closing Date, (i) the Bank of Montreal, Goldman Sachs Banks USA, Royal Bank of Canada and MUFG Bank, Ltd. and (b) at any time such Person who shall become a Term L/C Issuer pursuant to Section 3.6 (it being understood that if any such Person ceases to be a Lender hereunder, such Person will remain a Term L/C Issuer with respect to any Term Letters of Credit issued by such Person that remained outstanding as of the date such Person ceased to be a Lender). Any Term L/C Issuer may, in its discretion, arrange for one or more Term Letters of Credit to be issued by Affiliates of such Term L/C Issuer reasonably acceptable to the Borrower, and in each such case the term "Term L/C Issuer" shall include any such Affiliate or Lender with respect to Term Letters of Credit issued by such Affiliate or Lender. References herein and in the other Credit Documents to the Term L/C Issuer shall be deemed to refer to the Term L/C Issuer in respect of the applicable Term Letter of Credit or to all Term L/C Issuers, as the context requires.

"**Term L/C Reimbursement Obligations**" shall mean the obligations of the Credit Parties to reimburse and repay Unpaid Drawings on any Term Letter of Credit pursuant to the terms and conditions set forth in Section 3.4 of this Agreement.

"**Term Letter of Credit**" shall mean each letter of credit issued pursuant to Section 3.1(b)(i).

"**Term Letters of Credit Outstanding**" shall mean, at any time, with respect to any Term L/C Issuer, the sum of, without duplication, (a) the aggregate Stated Amount of all outstanding Term Letters of Credit issued by such Term L/C Issuer and (b) the aggregate principal amount of all Unpaid Drawings in respect of all such Term Letters of Credit. References herein and in the other Credit Documents to the Term Letters of Credit Outstanding shall be deemed to refer to the Term Letters of Credit Outstanding in respect of all Term Letters of Credit issued by the applicable Term L/C Issuer or to the Term Letters of Credit Outstanding in respect of all Term Letters of Credit, as the context requires.

"**Term Loan Lender**" shall mean each Lender holding a Term Loan.

"**Term Loans**" shall mean the Initial Term B Loans, Initial Term C Loans, any Incremental Term Loan, any Replacement Term Loan, any Refinancing Term Loans or any Extended Term Loans, as applicable.

"**Term SOFR Borrowing**" shall mean, as to any Borrowing, the Term SOFR Loans comprising such Borrowing.

"**Term SOFR Determination Day**" shall have the meaning provided in the definition of "Term SOFR Reference Rate".

"**Term SOFR Loan**" shall mean a Loan bearing interest at a rate based on the Adjusted Term SOFR Rate, other than pursuant to clause (c) of the definition of "ABR".

"**Term SOFR Rate**" shall mean, for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 6:00 a.m. two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"**Term SOFR Reference Rate**" shall mean, for any day and time (such day, the " **Term SOFR Determination Day**"), for any tenor comparable to the applicable Interest Period, the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than three (3) Business Days prior to such Term SOFR Determination Day.

"**Test Period**" shall mean, for any determination under this Agreement, the four consecutive fiscal quarters of the Borrower then last ended and for which Section 9.1 Financials have been or were required to have been delivered (or, before the first delivery of Section 9.1 Financials, the four fiscal quarter period ending on March 31, 2023).

"**Title Company**" shall mean Fidelity National Title Insurance Company.

"**Total Additional Revolving Commitment**" shall mean the sum of the Additional Revolving Commitments of all the Additional Revolving Lenders.

"**Total Commitment**" shall mean the sum of the Commitments of all Lenders.

"**Total Credit Exposure**" shall mean, at any date, the sum, without duplication, of (a) the Total Commitment at such date, (b) if any of the Total Revolving Commitments shall have terminated on or prior to such date, the sum of (i) the aggregate outstanding principal amount of all Revolving Loans, in respect of such tranche of the Lenders most recently holding such terminated Commitments at such date and (ii) the aggregate exposure in respect of Revolving Letters of Credit of such Lenders at such date (which sum of the foregoing clauses (i) and (ii) shall, in the case of any such Lenders that are Revolving Lenders, be equal to the aggregate Revolving Credit Exposure of such Lenders), (c) the aggregate outstanding principal amount of all Term B Loans at such date and (d) the aggregate outstanding principal amount of all Term C Loans at such date.

"**Total Extended Revolving Commitment**" shall mean the sum of the Extended Revolving Commitments on such date of all Lenders of each Extension Series.

"**Total Revolving Commitment**" shall mean the sum of the Revolving Commitments of all the Lenders.

"**Transaction Expenses**" shall mean any fees, costs, liabilities or expenses incurred or paid by the Borrower or any of its Subsidiaries in connection with the Transactions, this Agreement and the other Credit Documents and the transactions contemplated hereby and thereby including in respect of the

commitments, negotiation, syndication, documentation and closing (and post-closing actions in connection with the Collateral) of the Credit Facilities, the 2023 Notes and the Barclays Facility.

"**Transactions**" shall mean, collectively, the (i) transactions contemplated by this Agreement to occur on or around the Closing Date (including the Closing Refinancing and the entering into and funding hereunder and the payment of the Transaction Expenses), (ii) the consummation of the Equity Rights Offering, (iii) the issuance of the 2023 Notes, (iv) the establishment of the Barclays Facility and (v) and the transactions in connection with the consummation of the Plan, and the payment of fees, costs, liabilities and expenses in connection with each of the foregoing and the consummation of any other transaction connected with the foregoing.

"**Transferee**" shall have the meaning provided in Section 13.6(e).

"**Trust Indenture Act**" shall have the meaning provided in Section 12.11.

"**Type**" shall mean, as to any Revolving Loan, its nature as an ABR Loan or a Term SOFR Loan.

"**U.S. Government Securities Business Day**" shall mean any day excluding Saturday, Sunday and any other day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"**U.S. Lender**" shall mean any Agent or Lender that is a U.S. Person.

"**U.S. Person**" shall mean any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"**UCC**" shall mean the Uniform Commercial Code of the State of New York or of any other state the laws of which are required to be applied in connection with the security interests in any Collateral.

"**UK Financial Institution**" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**Unadjusted Benchmark Replacement**" shall mean the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"**Unfunded Current Liability**" of any Benefit Plan shall mean the amount, if any, by which the Accumulated Benefit Obligation (as defined under Statement of Financial Accounting Standards No. 87 ("**SFAS 87**")) under the Benefit Plan as of the close of its most recent plan year, determined in accordance with SFAS 87 as in effect on the Closing Date, exceeds the fair market value of the assets allocable thereto.

"**Unit**" shall mean an individual power plant generation system comprised of all necessary physically connected generators, reactors, boilers, combustion turbines and other prime movers operated together to independently generate electricity.

"**Unpaid Drawing**" shall have the meaning provided in Section 3.4(a).

"**Unrestricted Cash**" shall mean, without duplication, (a) all cash and cash equivalents included in the cash and cash equivalents accounts listed on the consolidated balance sheet of the Borrower and the Restricted Subsidiaries as at such date (other than any such amounts listed as "restricted cash" thereon) and (b) all margin deposits related to commodity positions listed as assets on the consolidated balance sheet of the Borrower and the Restricted Subsidiaries; provided that Unrestricted Cash shall not include any amounts on deposit in or credited to any Term C Collateral Account.

"**Unrestricted Subsidiary**" shall mean (a) any Subsidiary of the Borrower that is listed on Schedule 1.1(g) hereto, (b) any Subsidiary of the Borrower that is designated as an Unrestricted Subsidiary after the Closing Date; provided that at such time (or promptly thereafter) the Borrower designates such Subsidiary an Unrestricted Subsidiary in a written notice to the Administrative Agent, (c) any Restricted Subsidiary subsequently designated as an Unrestricted Subsidiary by the Borrower in a written notice to the Administrative Agent; provided that in the case of (b) and (c), (x) such designation shall be deemed to be an Investment (or reduction in an outstanding Investment, in the case of a designation of an Unrestricted Subsidiary as a Restricted Subsidiary) on the date of such designation in an amount equal to the net book value of the investment therein and such designation shall be permitted only to the extent permitted under Section 10.5 on the date of such designation and (y) no Event of Default exists or would result from such designation after giving Pro Forma Effect thereto and (d) each Subsidiary of an Unrestricted Subsidiary. No Subsidiary may be designated as an Unrestricted Subsidiary if, after such designation, it would be a "Restricted Subsidiary" for the purpose of (or otherwise subject to the covenants governing) any Material Indebtedness for borrowed money that is secured on a pari passu basis with the Credit Facilities. The Borrower may, by written notice to the Administrative Agent, re-designate any Unrestricted Subsidiary as a Restricted Subsidiary, and thereafter, such Subsidiary shall no longer constitute an Unrestricted Subsidiary, but only if (x) to the extent such Subsidiary has outstanding Indebtedness on the date of such designation, immediately after giving effect to such designation, the Borrower shall be in compliance, on a Pro Forma Basis, after giving effect to the incurrence of such Indebtedness, with the covenant set forth in Section 10.9 (to the extent such covenant is then required to be tested) and (y) no Event of Default exists or would result from such re-designation. Notwithstanding the foregoing, no Subsidiary may be designated as an Unrestricted Subsidiary if such Subsidiary owns any Material Intellectual Property at the time of designation.

"**Voting Stock**" shall mean, with respect to any Person, such Person's Stock or Stock Equivalents having the right to vote for the election of directors or other governing body of such Person under ordinary circumstances.

"**Weighted Average Life to Maturity** " shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining scheduled installment, sinking fund, serial maturity or other required scheduled payments of principal, including payment at final scheduled maturity, in respect thereof by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then-outstanding principal amount of such Indebtedness; provided that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended (the "**Applicable Indebtedness**"), the

effects of any prepayments or amortization made on such Applicable Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded.

"**Wholly Owned**" shall mean, with respect to the ownership by a Person of a Subsidiary, that all of the Stock of such Subsidiary (other than directors' qualifying shares or nominee or other similar shares required pursuant to Applicable Law) are owned by such Person or another Wholly Owned Subsidiary of such Person.

"**Withdrawal Liability**" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

"**Write-Down and Conversion Powers**" shall mean, (a) 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 and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

"**Yield**" shall mean, with respect to any Commitments and/or Loans, on any date of determination, the yield to maturity, in each case, based on the interest rate applicable to such Commitments and/or Loans on such date and giving effect to interest rate floors (*provided* that, to the extent the applicable interest rate floors are higher than the applicable interest rates, such interest rate shall be increased to the extent of such differential between such applicable interest rate floors and such applicable interest rates), and any original issue discount or upfront fees (amortized over four years), but excluding any structuring, end of term, amendment, underwriting, ticking, arrangement, commitment and other similar fees not payable to all Lenders generally providing such Commitments and/or Loans.

1.2. Other Interpretive Provisions. With reference to this Agreement and each other Credit Document, unless otherwise specified herein or in such other Credit Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein", "hereto", "hereof" and "hereunder" and words of similar import when used in any Credit Document shall refer to such Credit Document as a whole and not to any particular provision thereof.

(c) Article, Section, Exhibit and Schedule references are to the Credit Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(f) The words "asset" and "property" shall be construed to have the same meaning and effect and refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(g) All references to "knowledge" or "awareness" of any Credit Party or a Restricted Subsidiary thereof means the actual knowledge of an Authorized Officer of a Credit Party or such Restricted Subsidiary.

(h) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including".

(i) Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all of the functions thereof.

(j) Section headings herein and in the other Credit Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Credit Document.

(k) For purposes of determining compliance with any one of Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7 and 9.9, (i) in the event that any Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness meets the criteria of more than one of the categories of transactions permitted pursuant to any clause of such Section, such transaction (or portion thereof) at any time and from time to time shall be permitted under one or more of such clauses as determined by the Borrower (and the Borrower shall be entitled to redesignate use of any such clauses from time to time) in its sole discretion at such time; provided that all Indebtedness outstanding under the Credit Documents will be deemed at all times to have been incurred in reliance only on the exception in clause (a) of Section 10.1 and (ii) with respect to any Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness or other applicable transaction in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness or other applicable transaction is made (so long as such Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness or other applicable transaction at the time incurred or made was permitted hereunder).

(l) All references to "in the ordinary course of business" of the Borrower or any Subsidiary thereof means (i) in the ordinary course of business of, or in furtherance of an objective that is in the ordinary course of business of the Borrower or such Subsidiary, as applicable, (ii) customary and usual in the industry or industries of the Borrower and its Subsidiaries in the United States or any other jurisdiction in which the Borrower or any Subsidiary does business, as applicable, or (iii) generally consistent with the past or current practice of the Borrower or such Subsidiary, as applicable, or any similarly situated businesses in the United States or any other jurisdiction in which the Borrower or any Subsidiary does business, as applicable.

(m) The term "fair market value" is by way of example and not limitation and means fair market value as determined by the Borrower in good faith.

1.3. Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP.

(b) Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under the Financial Accounting Standards Board's Accounting Standards Codification No. 825—Financial Instruments, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of the Borrower or any Subsidiary at "fair value" as defined therein.

(c) Notwithstanding anything to the contrary herein, (i) for purposes of determining compliance with any test or covenant contained in this Agreement with respect to any period during which any Specified Transaction occurs (or, for purposes of determining compliance with any test or covenant governing the permissibility of any transaction hereunder, during such period and thereafter and on or prior to such date of determination), Consolidated Adjusted EBITDA, Consolidated Total Assets, the Consolidated Total Net Leverage Ratio, the Consolidated First Lien Net Leverage Ratio, and the Consolidated Secured Net Leverage Ratio shall each be calculated with respect to such period and such Specified Transaction on a Pro Forma Basis and (ii) for purposes of determining compliance with any ratio governing the permissibility of any transaction to be consummated on a Pro Forma Basis hereunder, (A) the cash proceeds of any incurrence of debt then being incurred in connection with such transaction shall not be netted from Consolidated Total Debt and (B) Consolidated Total Debt shall be calculated after giving effect to any prepayment of Indebtedness, in each case, for purposes of calculating the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio or Consolidated Total Net Leverage Ratio, as applicable. If since the beginning of any applicable Test Period, any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of the Restricted Subsidiaries, in each case, since the beginning of such Test Period shall have made any Specified Transaction that would have required adjustment pursuant to this definition, then such financial ratio or test (or Consolidated Adjusted EBITDA or Consolidated Total Assets) shall be calculated to give *pro forma* effect thereto in accordance with this definition.

(d) Notwithstanding anything to the contrary, (i) notwithstanding any change in GAAP after December 31, 2018 that would require lease obligations that would be treated as operating leases as of December 31, 2018 to be classified and accounted for as Capital Leases or finance leases or otherwise reflected on the Borrower's consolidated balance sheet, such obligations shall continue to be excluded from the definition of Indebtedness and (ii) any lease that would have been considered an operating lease under GAAP in effect as of December 31, 2018 shall be treated as an operating lease for all purposes under this Agreement and the other Credit Documents, and obligations in respect thereof shall be excluded from the definition of Indebtedness.

(e) With respect to the determination of Consolidated Adjusted EBITDA, Consolidated Total Assets, the Consolidated First Lien Net Leverage Ratio, the Consolidated Total Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or any determination under any other applicable provision of the Credit Documents (including the definition of Immaterial Subsidiary) made on or prior to the date on which financial statements for the fiscal quarter ending June 30, 2023 described in Section 9.1(b) have been delivered (or were required to have been delivered), such calculation will be determined for the period of four consecutive fiscal quarters ended March 31, 2023.

1.4. Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.5. References to Agreements, Laws, Etc. Unless otherwise expressly provided herein, (a) references to organizational documents, agreements (including the Credit Documents) and other Contractual Requirements shall be deemed to include all subsequent amendments, restatements, amendment and restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, amendment and restatements, extensions, supplements and other modifications are permitted by any Credit Document and (b) references to any Requirement of Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Requirement of Law.

1.6. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

1.7. Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

1.8. Currency Equivalents Generally. For purposes of determining compliance under Sections 10.4, 10.5 and 10.6 with respect to any amount denominated in any currency other than Dollars (other than with respect to (a) any amount derived from the financial statements of the Borrower and the Subsidiaries of the Borrower or (b) any Indebtedness denominated in a currency other than Dollars), such amount shall be deemed to equal the Dollar equivalent thereof based on the average Exchange Rate for such other currency for the most recent twelve-month period immediately prior to the date of determination determined in a manner consistent with that used in calculating Consolidated Adjusted EBITDA for the related period. For purposes of determining compliance with Sections 10.1, 10.2 and 10.5, with respect to any amount of Indebtedness in a currency other than Dollars, compliance will be determined at the time of incurrence or advancing thereof using the Dollar equivalent thereof at the Exchange Rate in effect at the time of such incurrence or advancement.

1.9. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "SOFR Loan") or by Class and Type (e.g., a "SOFR Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Credit Borrowing") or by Type (e.g., a "SOFR Borrowing") or by Class and Type (e.g., a "SOFR Revolving Credit Borrowing").

1.10. Hedging Agreements. It is understood, acknowledged and agreed (without limitation) that the following Hedging Agreements and/or Commodity Hedging Agreements shall be

deemed to be entered into in the ordinary course of business and not be deemed speculative or entered into for speculative purposes for any purpose of this Agreement and all other Credit Documents: (a) any Commodity Hedging Agreement intended, at trading, inception or execution, to hedge, mitigate or manage any risks related to (i) existing and/or forecasted power generation, capacity or load of the Borrower or the Restricted Subsidiaries (whether owned or contracted) or (ii) any fuel or other inputs related to, or in connection with, any of the items listed in sub-clause (a)(i), (b) any Hedging Agreement intended, at trading, inception or execution, (i) to hedge, mitigate or manage the interest rate exposure associated of the Borrower or the Restricted Subsidiaries (including those arising under any debt securities, debt facilities or leases (existing or forecasted)), (ii) for foreign exchange or currency exchange risk mitigation or management, (iii) to manage commodity portfolio exposure associated with changes in interest rates or (iv) to hedge any exposure that the Borrower or any Restricted Subsidiary may have to counterparties under other Hedging Agreements such that the combination of such Hedging Agreements is not speculative taken as a whole and (c) any Hedging Agreement and/or Commodity Hedging Agreement, as applicable, entered into by the Borrower or any Restricted Subsidiary that was intended, at trading, inception or execution, to unwind or offset (in whole or in part) any Hedging Agreement and/or Commodity Hedging Agreement, as applicable, described in clauses (a) and (b) of this Section 1.10.

1.11. Limited Condition Transactions. In connection with any action being taken in connection with a Limited Condition Transaction, for purposes of (i) determining compliance with any provision of this Agreement which requires the calculation of any financial ratio or test, (ii) determining the accuracy of representations and warranties in Section 8 and/or whether a Default or Event of Default shall have occurred and be continuing under Section 11 or (iii) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of Consolidated Adjusted EBITDA or Consolidated Total Assets), in each case, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "**LCT Election**"), the date of determination of whether any such action is permitted hereunder shall be deemed to be at the option of the Borrower, (i) the date the definitive agreement for such Limited Condition Transaction is entered into (or the date of the effectiveness of any documentation or agreement with a substantially similar effect as a binding acquisition agreement), (ii) at the time that binding commitments to provide any debt contemplated or incurred in connection therewith are provided or at the time such debt is incurred or (iii) at the time of the consummation of the relevant Limited Condition Acquisition (the "**LCT Test Date**"), and if, after giving Pro Forma Effect to the Limited Condition Transaction, the Borrower or any of its Restricted Subsidiaries could have been permitted to take such action on the relevant LCT Test Date in compliance with such ratio, test or basket, such ratio, test or basket shall be deemed to have been complied with. For the avoidance of doubt, if the Borrower has made an LCT Election and, following the LCT Test Date, any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date could have failed to have been satisfied as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in Consolidated Adjusted EBITDA, Consolidated Interest Expense or Consolidated Total Assets following the LCT Test Date but at or prior to the consummation of the relevant Limited Condition Transaction, such baskets, tests or ratios will not be deemed to have failed to have been satisfied as a result of such fluctuations. If the Borrower has made an LCT Election for any Limited Condition Transaction, then in connection with any event or transaction occurring after the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement or date for redemption, repurchase, defeasance, satisfaction and discharge or repayment specified in an irrevocable notice for such Limited Condition Transaction is terminated, expires or passes, as applicable, without consummation of such Limited Condition Transaction (a "**Subsequent Transaction**") in connection with which a ratio, test or basket availability calculation must be made on a Pro Forma Basis or giving Pro Forma Effect to such Subsequent Transaction, for purposes of determining whether such ratio, test or basket availability has been complied with under this Agreement, any such ratio, test or basket shall be required to be satisfied on a Pro Forma Basis assuming such Limited Condition

Transaction and other transactions in connection therewith have been consummated until such time as the applicable Limited Condition Transaction has actually closed or the definitive agreement with respect thereto has been terminated.

1.12. Cashless Settlement. Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue or rollover all or a portion of its Loans or Commitments in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent and such Lender.

1.13. Interest Rates; Benchmark Notification. The interest rate on any Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.10(f) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to (a) the continuation of, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.14. Divisions. For all purposes under the Credit Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Stock at such time.

1.15. Compliance with Certain Sections. Notwithstanding anything in this Agreement or any Credit Document to the contrary herein, with respect to any amounts incurred (including any baskets, thresholds, exceptions and any related builder or grower component) or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (any such amounts, the "**Fixed Amounts**") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with any such financial ratio or test (any such amounts, the "**Incurrence-Based Amounts**"), it is understood and agreed that any Fixed Amount (and any cash proceeds thereof) shall be disregarded in the calculation of the financial ratio or test applicable to the relevant Incurrence-Based Amount in connection with such substantially concurrent incurrence and amounts incurred, or transactions

entered into or consummated, in reliance on a Fixed Amount (including clause (1)(x) of the definition of Maximum Incremental Facilities Amount) in a concurrent transaction, a single transaction or a series of related transactions with the amount incurred, or transaction entered into or consummated, under the applicable Incurrence-Based Amount, shall not be given effect in calculating the applicable Incurrence-Based Amount (but giving pro forma effect to all applicable and related transactions (including the use of proceeds of all Indebtedness to be incurred and any repayments, repurchases and redemptions of Indebtedness) and all other Pro Forma Adjustments).

SECTION 2. Amount and Terms of Credit

2.1. Commitments.

(a) Subject to and upon the terms and conditions set forth in this Agreement, each Term B Lender holding an Initial Term B Commitment severally and not jointly agrees to make, on the Closing Date, an Initial Term B Loan to the Borrower in Dollars in an amount equal to such Lender's Initial Term B Commitment (each, an "**Initial Term B Loan**" and, collectively, the "**Initial Term B Loans**"). Each Lender's Initial Term **B** Commitment shall terminate immediately and without further action on the Closing Date after giving effect to the funding of such Lender's Initial Term B Commitment on such date. The Initial Term B Loans shall be made on the Closing Date and may be repaid or prepaid in accordance with the provisions hereof, but once repaid or prepaid may not be reborrowed. The Initial Term B Loans may be ABR Loans or Term SOFR Loans as further provided herein.

(b) Subject to and upon the terms and conditions set forth in this Agreement, each Term C Lender holding Initial Term C Commitments severally and not jointly agrees to make, on the Closing Date, an Initial Term C Loan to the Borrower in Dollars in an amount equal to such Lender's Initial Term C Commitment (each, an "**Initial Term C Loan**" and, collectively, the "**Initial Term C Loans**"). Each Lender's Initial Term C Commitment shall terminate immediately and without further action on the Closing Date after giving effect to the funding of such Lender's Initial Term C Commitment on such date. The Initial Term C Loans shall be made on the Closing Date and may be repaid or prepaid in accordance with the provisions hereof, but once repaid or prepaid may not be reborrowed. The Initial Term C Loans may be ABR Loans or Term SOFR Loans as further provided herein.

(c) (i) Subject to and upon the terms and conditions set forth in this Agreement, each Revolving Lender having a Revolving Commitment severally and not jointly agrees to make Revolving Loans in Dollars to the Borrower in an amount equal to such Lender's Revolving Commitment (each, an "**Initial Revolving Loan**" and, collectively, the "**Initial Revolving Loans**").

(ii) Such Revolving Loans (A) shall be made at any time and from time to time on and after the Closing Date and prior to the Revolving Credit Maturity Date, (B) may, at the option of the Borrower, be incurred and maintained as, and/or converted into, ABR Loans or Term SOFR Loans, as applicable; provided that all Revolving Loans made by each of the Lenders pursuant to the same Borrowing shall, unless otherwise specifically provided herein, consist entirely of Revolving Loans of the same Type, (C) may be repaid and reborrowed in accordance with the provisions hereof, (D) shall not, for any Lender at any time with respect to any Class of Revolving Loans, after giving effect thereto and to the application of the proceeds thereof, result in such Lender's Revolving Credit Exposure with respect to such Class at such time exceeding such Lender's Revolving Commitment with respect to such Class at such time, and (E) shall not, after

giving effect thereto and to the application of the proceeds thereof, result at any time in the aggregate amount of the Lenders' Revolving Credit Exposures at such time exceeding the Total Revolving Commitment then in effect.

2.2. Minimum Amount of Each Borrowing; Maximum Number of Borrowings. The aggregate principal amount of each Borrowing of Loans shall be in a minimum amount of at least the Minimum Borrowing Amount for such Type of Loans and in a multiple of $1,000,000 in excess thereof (except borrowings to reimburse Unpaid Drawings under Revolving Letters of Credit). More than one Borrowing may be incurred on any date; provided that at no time shall there be outstanding more than (a) 25 Borrowings of Revolving Loans, and (b)(i) 13 Borrowings of Term B Loans that are Term SOFR Loans, (ii) 13 Borrowings of Term C Loans that are Term SOFR Loans and (iii) up to an additional three Borrowings in respect of each Incremental Facility, in each case, under this Agreement. For the avoidance of doubt, unless otherwise determined by the Borrower, all Loans of the same Class and subject to the same Interest Period will constitute one Borrowing.

2.3. Notice of Borrowing; Determination of Class of Loans.

(a) Whenever the Borrower desires to incur Revolving Credit Loans (other than borrowings to reimburse Unpaid Drawings under Revolving Letters of Credit), the Borrower shall give a prior written notice (or a telephonic notice promptly confirmed in writing) of such proposed Borrowing to the Administrative Agent at the Administrative Agent's Office, (i) in the case of each Borrowing of Revolving Credit Loans if all or any of such Revolving Credit Loans are to initially be Term SOFR Loans, prior to 2:00 p.m. at least three (3) U.S. Government Securities Business Days prior to such proposed Borrowing (or such shorter time as may be acceptable to the Administrative Agent in its reasonable discretion) and (ii) in the case of each Borrowing of Revolving Credit Loans if all or any of such Revolving Credit Loans are to initially be ABR Loans, prior to 1:00 p.m. on the date of such proposed Borrowing. Each such Notice of Borrowing shall specify (i) the aggregate principal amount of the Revolving Credit Loans to be made pursuant to such Borrowing, (ii) the date of the Borrowing (which shall be a Business Day), and (iii) whether the Borrowing shall consist of ABR Loans and/or Term SOFR Loans and, if Term SOFR Loans, the Interest Period to be initially applicable thereto. The Administrative Agent shall promptly give each Revolving Credit Lender written notice (or telephonic notice promptly confirmed in writing) of each proposed Borrowing of Revolving Credit Loans, of such Lender's Revolving Credit Commitment Percentage thereof and of the other matters covered by the related Notice of Borrowing.

(b) Borrowings of Revolving Loans to reimburse Unpaid Drawings under Revolving Letters of Credit shall be made upon the notice specified in Section 3.4(a).

(c) Without in any way limiting the obligation of the Borrower to confirm in writing any notice it may give hereunder by telephone, the Administrative Agent may act prior to receipt of written confirmation without liability upon the basis of such telephonic notice believed by the Administrative Agent in good faith to be from an Authorized Officer of the Borrower.

(d) The Borrower shall give to the Administrative Agent at the Administrative Agent's Office prior written notice of the Borrowing of the Initial Term B Loans and/or the Initial Term C Loans no later than 2:00 p.m. at least three U.S. Government Securities Business Days prior to the Closing Date (or such shorter time as may be acceptable to the Administrative Agent in its reasonable discretion). Such Notice of Borrowing shall specify (i) the aggregate principal amount of the Initial Term B Loans and/or Initial Term C Loans to be made, (ii) the date of the

Borrowing (which shall be a Business Day), and (iii) whether the Borrowing shall consist of ABR Loans and/or Term SOFR Loans and, if Term SOFR Loans, the Interest Period to be initially applicable thereto. The Administrative Agent shall promptly give each Initial Term B Lender and/or Initial Term C Lender written notice (or telephonic notice promptly confirmed in writing) of such proposed Borrowing of Initial Term B Loans and/or Initial Term C Loans and of the other matters covered by the related Notice of Borrowing.

2.4. Disbursement of Funds.

(a) No later than 2:00 p.m. on the date specified in each Notice of Borrowing (including Borrowings of Revolving Loans to reimburse Unpaid Drawings under Revolving Letters of Credit), each Lender will make available its *pro rata* portion, if any, of each Borrowing requested to be made on such date in the manner provided below.

(b) Each Lender shall make available all amounts required under any Borrowing for its applicable Commitments in immediately available funds to the Administrative Agent at the Administrative Agent's Office in Dollars, and the Administrative Agent will (except in the case of Borrowings of Revolving Loans to reimburse Unpaid Drawings under Revolving Letters of Credit) make available to the Borrower, by depositing to an account designated by the Borrower to the Administrative Agent the aggregate of the amounts so made available in Dollars. Unless the Administrative Agent shall have been notified by any Lender prior to the date of any such Borrowing that such Lender does not intend to make available to the Administrative Agent its portion of the Borrowing or Borrowings to be made on such date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date of Borrowing, and the Administrative Agent, in reliance upon such assumption, may (in its sole discretion and without any obligation to do so) make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender and the Administrative Agent has made available such amount to the Borrower, the Administrative Agent shall be entitled to recover such corresponding amount from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor the Administrative Agent shall promptly notify the Borrower in writing and the Borrower shall immediately pay such corresponding amount to the Administrative Agent in Dollars. The Administrative Agent shall also be entitled to recover from such Lender or the Borrower interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the Borrower to the date such corresponding amount is recovered by the Administrative Agent, at a rate *per annum* equal to (i) if paid by such Lender, the Overnight Rate or (ii) if paid by the Borrower, the then-applicable rate of interest or fees, calculated in accordance with Section 2.8, for Loans of the applicable Class.

(c) Nothing in this Section 2.4 shall be deemed to relieve any Lender from its obligation to fulfill its commitments hereunder or to prejudice any rights that the Borrower may have against any Lender as a result of any default by such Lender hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to fulfill its commitments hereunder).

2.5. Repayment of Loans; Evidence of Debt.

(a) The Borrower shall repay to the Administrative Agent, for the benefit of the applicable Lenders, on the applicable Maturity Date, (i) the then outstanding Term B Loans and Term C Loans and (ii) the then outstanding Revolving Loans. Upon the repayment of the then

outstanding Term C Loans on the applicable Maturity Date, the Term L/C Commitment shall be reduced by an amount equal to the portion of such repayment constituting principal as provided in Section 4.3(b) and the Borrower shall be permitted to withdraw an amount up to the amount of such prepayment from the Term C Collateral Account to complete such repayment as, and to the extent, provided in Section 4.3(b).

(b) The Borrower shall repay to the Administrative Agent, in Dollars, for the benefit of the Lenders of the Initial Term B Loans, on the last Business Day of each March, June, September and December commencing September 30, 2023, an aggregate principal amount equal to 0.25% of the aggregate principal amount of all Initial Term B Loans outstanding on the Closing Date (each such repayment amount, an "**Initial Term B Repayment Amount**"), which payments shall be reduced as a result of prepayments of the Initial Term B Loans in accordance with this Agreement, including Sections 5.1, 5.2 and 13.6(h).

(c) In the event any Incremental Term B Loans are made after the Closing Date, such Incremental Term B Loans shall be repaid in amounts (each, an "**Incremental Term B Repayment Amount**") and on dates as agreed between the Borrower and the relevant Lenders of such Incremental Term B Loans, subject to the requirements set forth in Section 2.14. In the event that any Extended Term B Loans are established, such Extended Term B Loans shall, subject to Section 2.15, be repaid by the Borrower in the amounts (each, an "**Extended Term B Repayment Amount**") and on the dates set forth in the applicable Extension Amendment. In the event any Extended Revolving Commitments are established, such Extended Revolving Commitments shall, subject to Section 2.15, be terminated (and all Extended Revolving Loans of the same Extension Series repaid) on the dates set forth in the applicable Extension Amendment. In the event that any Refinancing Term B Loans are established, such Refinancing Term B Loans shall, subject to Section 2.15, be repaid by the Borrower in the amounts (each, a "**Refinancing Term B Repayment Amount**") and on the dates set forth in the applicable Refinancing Amendment. In the event that any Replacement Term B Loans are established, such Replacement Term Loans shall, subject to Section 13.1, be repaid by the Borrower in the amounts (each, a "**Replacement Term B Repayment Amount**") and on the dates set forth in the applicable amendment to this Agreement in respect of such Replacement Term B Loans.

(d) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to the appropriate lending office of such Lender resulting from each Loan made by such lending office of such Lender from time to time, including the amounts of principal and interest payable and paid to such lending office of such Lender from time to time under this Agreement.

(e) The Administrative Agent shall maintain the Register pursuant to Section 13.6(b), and a subaccount for each Lender, in which Register and subaccounts (taken together) shall be recorded (i) the amount of each Loan made hereunder, whether such Loan is a Term B Loan, a Term C Loan or a Revolving Loan, as applicable, and, if applicable, the relevant tranche thereof and the Type of each Loan made and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof, and (iv) any cancellation or retirement of Loans as contemplated by Section 13.6(h)(iv).

(f) The entries made in the Register and accounts and subaccounts maintained pursuant to clauses (d) and (e) of this Section 2.5 shall, to the extent permitted by Applicable Law,

be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain such account, such Register or such subaccount, as applicable, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement. For the avoidance of doubt, to the extent any conflict arises between accounts and subaccounts maintained pursuant to Section 2.5(d) and the Register, the Register shall control.

2.6. Conversions and Continuations.

(a) Subject to the penultimate sentence of this clause (a), (x) the Borrower shall have the option, on any Business Day, to convert all or a portion equal to at least the Minimum Borrowing Amount of the outstanding principal amount of any Term B Loans, any Term C Loans or any Revolving Credit Loans of one Type into a Borrowing or Borrowings of another Type and (y) the Borrower shall have the option, on any Business Day, to continue the outstanding principal amount of any Term SOFR Loans as Term SOFR Loans for an additional Interest Period (it being understood and agreed that any Borrowing of Revolving Credit Loans comprised of Term SOFR Loans shall be subject to a single Interest Period); provided that (i) no partial conversion of Term SOFR Loans shall reduce the outstanding principal amount of Term SOFR Loans made pursuant to a single Borrowing to less than the Minimum Borrowing Amount, (ii) ABR Loans may not be converted into Term SOFR Loans if a Payment Default or Event of Default is in existence on the date of the conversion and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such conversion, (iii) Term SOFR Loans may not be continued as Term SOFR Loans for an additional Interest Period if an Event of Default is in existence on the date of the proposed continuation and the Required Lenders have determined, in their sole discretion, not to permit such continuation, and (iv) Borrowings resulting from conversions pursuant to this Section 2.6 shall be limited in number as provided in Section 2.2. Each such conversion or continuation shall be effected by the Borrower by giving the Administrative Agent prior written notice (or telephonic notice promptly confirmed in writing) (each, a "**Notice of Conversion or Continuation**") at the Administrative Agent's Office prior to 1:00 p.m. at least (i) three Business Days' prior to a continuation of, or conversion to, Term SOFR Loans or (ii) one Business Day prior to a conversion into ABR Loans, in each case specifying the Loans to be so converted or continued, the Type of Loans to be converted into or continued and, if such Loans are to be converted into, or continued as Term SOFR Loans, the Interest Period to be initially applicable thereto (if no Interest Period is selected, the Borrower shall be deemed to have selected an Interest Period of one month's duration). The Administrative Agent shall give each applicable Lender notice, as promptly as practicable, of any such proposed conversion or continuation affecting any of its Loans.

(b) If any Payment Default or Event of Default is in existence at the time of any proposed continuation of any Term SOFR Loans and the Required Revolving Lenders have determined, in their sole discretion, not to permit such continuation, such Term SOFR Loans shall be automatically converted on the last day of the current Interest Period into ABR Loans. If upon the expiration of any Interest Period in respect of Term SOFR Loans, the Borrower has failed to elect a new Interest Period to be applicable thereto as provided in clause (a) above, the Borrower shall be deemed to have elected to convert such Borrowing of Term SOFR Loans, into a Borrowing of ABR Loans, effective as of the expiration date of such current Interest Period.

(c) Notwithstanding anything to the contrary herein, the Borrower may deliver a Notice of Conversion or Continuation pursuant to which the Borrower elects to irrevocably

continue the outstanding principal amount of any Term B Loans or Term C Loans subject to an interest rate Hedging Agreement as Term SOFR Loans for each Interest Period until the expiration of the term of such applicable Hedging Agreement.

2.7. Pro Rata Borrowings. Each Borrowing of Revolving Loans under this Agreement shall be made by the Lenders *pro rata* on the basis of their then applicable Revolving Commitments without regard to the Class of Revolving Commitments held by such Lender. It is understood that (a) no Lender shall be responsible for any default by any other Lender in its obligation to make Loans hereunder and that each Lender severally but not jointly shall be obligated to make the Loans provided to be made by it hereunder, regardless of the failure of any other Lender to fulfill its commitments hereunder and (b) failure by a Lender to perform any of its obligations under any of the Credit Documents shall not release any Person from performance of its obligation under any Credit Document.

2.8. Interest.

(a) The unpaid principal amount of each ABR Loan shall bear interest from the date of the Borrowing thereof until maturity (whether by acceleration or otherwise) at a rate *per annum* that shall at all times be the Applicable ABR Margin plus the ABR, in each case, in effect from time to time.

(b) The unpaid principal amount of each Term SOFR Loan shall bear interest from the date of the Borrowing thereof until maturity thereof (whether by acceleration or otherwise) at a rate *per annum* that shall at all times be the relevant Applicable Term SOFR Margin plus the Adjusted Term SOFR Rate, in each case, in effect from time to time.

(c) If all or a portion of (i) the principal amount of any Loan or (ii) any interest payable thereon or any other amount hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), and an Event of Default under Sections 11.1 or 11.5 shall have occurred and be continuing, then, upon the giving of written notice by the Administrative Agent to the Borrower (except in the case of an Event of Default under Section 11.5, for which no notice is required), such overdue amount (other than any such amount owed to a Defaulting Lender) shall bear interest at a rate *per annum* (the "**Default Rate**") that is (x) in the case of overdue principal, the rate that would otherwise be applicable thereto plus 2% or (y) in the case of any overdue interest or other amounts due hereunder, to the extent permitted by Applicable Law, the rate described in Section 2.8(a) plus 2% from the date of written notice to the date on which such amount is paid in full (after as well as before judgment) (or if an Event of Default under Section 11.5 shall have occurred and be continuing, the date of the occurrence of such Event of Default).

(d) Interest on each Loan shall accrue from and including the date of any Borrowing to but excluding the date of any repayment thereof and shall be payable in Dollars; provided that any Loan that is repaid on the same date on which it is made shall bear interest for one day. Except as provided below, interest shall be payable (i) in respect of each ABR Loan, quarterly in arrears on the last Business Day of each March, June, September and December, (ii) in respect of each Term SOFR Loan, on the last day of each Interest Period applicable thereto and, in the case of an Interest Period in excess of three months, on each date occurring at three-month intervals after the first day of such Interest Period, and (iii) in respect of each Loan, (A) on any prepayment (provided that interest on ABR Loans shall only become due pursuant to this subclause (A) if the aggregate principal amount of the ABR Loans then outstanding is repaid in full), (B) at maturity (whether by acceleration or otherwise) and (C) after such maturity, on demand.

(e) All computations of interest hereunder shall be made in accordance with Section 5.5.

(f) The Administrative Agent, upon determining the interest rate for any Borrowing of Term SOFR Loans, shall promptly notify the Borrower and the relevant Lenders thereof. Each such determination shall, absent clearly demonstrable error, be final and conclusive and binding on all parties hereto.

2.9. Interest Periods. At the time the Borrower gives a Notice of Borrowing or Notice of Conversion or Continuation in respect of the making of, or conversion into or continuation as, a Borrowing of Term SOFR Loans in accordance with Section 2.3 or 2.6(a), as applicable, the Borrower shall give the Administrative Agent written notice (or telephonic notice promptly confirmed in writing) of the Interest Period applicable to such Borrowing, which Interest Period shall, at the option of the Borrower, a one-, three- or six- month period (or, if available to all applicable Lenders, a period shorter than one month or a twelve -month period).

Notwithstanding anything to the contrary contained above:

(a) the initial Interest Period for any Borrowing of Term SOFR Loans shall commence on the date of such Borrowing (including the date of any conversion from a Borrowing of ABR Loans) and each Interest Period occurring thereafter in respect of such Borrowing shall commence on the day on which the next preceding Interest Period expires;

(b) if any Interest Period relating to a Borrowing of Term SOFR Loans begins on the last Business Day of a calendar month or begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of the calendar month at the end of such Interest Period;

(c) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided that if any Interest Period in respect of a Term SOFR Loan would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day;

(d) the Borrower shall not be entitled to elect any Interest Period in respect of any Term SOFR Loan if such Interest Period would extend beyond the applicable Maturity Date of such Loan; and

(e) no tenor that has been removed from this Section 2.9 pursuant to Section 2.10(f) shall be available for specification in the applicable Notice of Borrowing or Notice of Conversion or Continuation.

2.10. Increased Costs, Illegality, Etc.

(a) In the event that (x) in the case of clause (i) below, the Administrative Agent or (y) in the case of clauses (ii) and (iii) below, the Required Lenders shall have reasonably determined (which determination shall, absent clearly demonstrable error, be final and conclusive and binding upon all parties hereto):

(i) on any date for determining the Adjusted Term SOFR Rate for any Interest Period, that (x) deposits in the principal amounts and currencies of the Loans comprising the

applicable Borrowing are not generally available in the relevant market or (y) by reason of any changes arising on or after the Closing Date affecting the interbank SOFR market, adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided for in the definition of Term SOFR Rate; or

(ii) at any time, that such Lender shall incur increased costs or reductions in the amounts received or receivable hereunder with respect to any Term SOFR Loans (other than any increase or reduction attributable to (A) Indemnified Taxes and Taxes indemnifiable under Section 5.4, (B) Other Connection Taxes that are imposed on or measured by net income or that are (however denominated) franchise or branch profits Taxes imposed on any Agent or Lender or (C) Taxes included under clauses (b) through (d) of the definition of "Excluded Taxes") because of (x) any change since the Closing Date in any Applicable Law (or in the interpretation or administration thereof and including the introduction of any new Applicable Law), such as, for example, without limitation, a change in official reserve requirements, and/or (y) other circumstances affecting the interbank SOFR market or the position of such Lender in such market; or

(iii) at any time, that the making or continuance of any Term SOFR Loans has become unlawful as a result of compliance by such Lender in good faith with any Applicable Law (or would conflict with any such Applicable Law not having the force of law even though the failure to comply therewith would not be unlawful), or has become impracticable as a result of a contingency occurring after the Closing Date that materially and adversely affects the interbank SOFR market;

then, and in any such event, such Lender (or the Administrative Agent, in the case of clause (i) above) shall, within a reasonable time thereafter, give notice (if by telephone, confirmed in writing) to the Borrower and to the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each of the other Lenders). Thereafter (x) in the case of clause (i) above, Term SOFR Loans shall no longer be available until such time as the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice by the Administrative Agent no longer exist (which notice the Administrative Agent agrees to give at such time when such circumstances no longer exist), and any Notice of Borrowing or Notice of Conversion or Continuation given by the Borrower with respect to Term SOFR Loans that have not yet been incurred shall be deemed rescinded by the Borrower, as applicable, (y) in the case of clause (ii) above, the Borrower shall pay to such Lender, promptly after receipt of written demand therefor such additional amounts (in the form of an increased rate of or a different method of calculating, interest or otherwise, as such Lender in its reasonable discretion shall determine) as shall be required to compensate such Lender for such increased costs or reductions in amounts receivable hereunder (it being agreed that a written notice as to the additional amounts owed to such Lender, showing in reasonable detail the basis for the calculation thereof, submitted to the Borrower by such Lender shall, absent clearly demonstrable error, be final and conclusive and binding upon all parties hereto) and (z) in the case of subclause (iii) above, the Borrower shall take one of the actions specified in Section 2.10(b) as promptly as possible and, in any event, within the time period required by Applicable Law.

(b) At any time that any Term SOFR Loan is affected by the circumstances described in Section 2.10(a)(ii) or (iii), the Borrower may (and in the case of a Term SOFR Loan affected pursuant to Section 2.10(a)(iii) shall) either (x) if the affected Term SOFR Loan is then being made pursuant to a Borrowing, cancel such Borrowing by giving the Administrative Agent telephonic notice (confirmed promptly in writing) thereof on the same date that the Borrower receives notice from a Lender pursuant to Section 2.10(a)(ii) or (iii) or (y) if the affected Term SOFR Loan is then-outstanding, upon at least three Business Days' notice to the Administrative

Agent require the affected Lender to convert each such Term SOFR Loan into an ABR Loan; provided that if more than one Lender is affected at any time, then all affected Lenders must be treated in the same manner pursuant to this Section 2.10(b).

(c) If, after the Closing Date, any Change in Law relating to capital adequacy or liquidity of any Lender or compliance by any Lender or its parent with any Change in Law relating to capital adequacy or liquidity occurring after the Closing Date, has or would have the effect of reducing the rate of return on such Lender's or its parent's or its Affiliates' capital or assets as a consequence of such Lender's commitments or obligations hereunder to a level below that which such Lender or its parent or any Affiliate thereof could have achieved but for such Change in Law (taking into consideration such Lender's or parent's policies with respect to capital adequacy or liquidity), then from time to time, promptly after written demand by such Lender (with a copy to the Administrative Agent), the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or its parent for such reduction, it being understood and agreed, however, that a Lender shall not be entitled to such compensation as a result of such Lender's compliance with, or pursuant to any request or directive to comply with, any Applicable Law as in effect on the Closing Date. Each Lender, upon determining in good faith that any additional amounts are payable pursuant to this Section 2.10(c), will give prompt written notice thereof to the Borrower, which notice shall set forth in reasonable detail the basis of the calculation of such additional amounts, although the failure to give any such notice shall not, subject to Section 2.13, release or diminish the Borrower's obligations to pay additional amounts pursuant to this Section 2.10(c) upon receipt of such notice.

(d) [Reserved].

(e) Notwithstanding the foregoing, no Lender shall demand compensation pursuant to this Section 2.10 if it shall not at the time be the general policy or practice of such Lender to demand such compensation in substantially the same manner as applied to other similarly situated borrowers under comparable syndicated credit facilities.

(f) Alternate Rate of Interest.

(i) [Reserved].

(ii) Notwithstanding anything to the contrary herein or in any other Credit Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(iii) Notwithstanding anything to the contrary herein (including in Section 13.1 of this Agreement) or in any other Credit Document, the Administrative Agent will have the right, in consultation with the Borrower, to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.

(iv) The Administrative Agent will promptly notify the Borrower and the Lenders of (1) any occurrence of a Benchmark Transition Event, (2) the implementation of any Benchmark Replacement, (3) the effectiveness of any Benchmark Replacement Conforming Changes, (4) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (v) below and (5) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.10(f), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 2.10(f).

(v) Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (1) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (a) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (b) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor, and (2) if a tenor that was removed pursuant to clause (1) above either (x) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (y) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(vi) The Borrower may revoke any request for a Borrowing of Term SOFR Loans, or a conversion to or continuation of a Term SOFR Loan to be converted or continued, during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a Borrowing of, conversion to or continuation of Term SOFR Loans into a request for a Borrowing of or conversion to an ABR Loan. During any Benchmark Unavailability Period, or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term SOFR Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to the Term SOFR Rate, then until such time as a Benchmark Replacement is implemented pursuant to this Section 2.10(f), any Term SOFR Loan shall on the last day of the Interest Period applicable to such Term SOFR Loan (or the next succeeding Business

Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, an ABR Loan.

2.11. Compensation. If (i) any payment of principal of any Term SOFR 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 Term SOFR Loan as a result of a payment or conversion pursuant to Section 2.5, 2.6, 2.10, 5.1, 5.2 or 13.7, as a result of acceleration of the maturity of the Loans pursuant to Section 11, or for any other reason, (ii) any Borrowing of Term SOFR Loans is not made as a result of a withdrawn Notice of Borrowing, (iii) any ABR Loan is not converted into a Term SOFR Loan as a result of a withdrawn Notice of Conversion or Continuation, (iv) any Term SOFR Loan is not continued as a Term SOFR Loan as a result of a withdrawn Notice of Conversion or Continuation or (v) any prepayment of principal of any Term SOFR Loan is not made as a result of a withdrawn notice of prepayment pursuant to Section 5.1 or 5.2, the Borrower shall, after receipt of a written request by such Lender (which request shall set forth in reasonable detail the basis for requesting such amount), 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 such Lender may reasonably incur as a result of such payment or such failure to convert, continue or prepay, including any loss, cost or expense (excluding loss of anticipated profits) actually incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such Term SOFR Loan. Notwithstanding the foregoing, no Lender shall demand compensation pursuant to this Section 2.11, if it shall not at the time be the general policy or practice of such Lender to demand such compensation in substantially the same manner as applied to other similarly situated borrowers under comparable syndicated credit facilities.

2.12. Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.10(a)(ii), 2.10(a)(iii), 2.10(b), 3.5 or 5.4 with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event; provided that such designation is made on terms that do not cause such Lender or its lending office to suffer economic, legal or regulatory disadvantage, with the object of avoiding the consequence of the event giving rise to the operation of any such Section. Nothing in this Section 2.12 shall affect or postpone any of the obligations of the Borrower or the right of any Lender provided in Section 2.10, 3.5 or 5.4.

2.13. Notice of Certain Costs. Notwithstanding anything in this Agreement to the contrary, to the extent any notice required by Section 2.10, 2.11, 3.5 or 5.4 is given by any Lender more than 180 days after such Lender has knowledge (or should have had knowledge) of the occurrence of the event giving rise to the additional cost, reduction in amounts, loss, tax or other additional amounts described in such Sections, such Lender shall not be entitled to compensation under Section 2.10, 2.11, 3.5 or 5.4, as the case may be, for any such amounts incurred or accruing prior to the 181st day prior to the giving of such notice to the Borrower.

2.14. Incremental Facilities.

(a) The Borrower may by written notice to the Administrative Agent elect to request the establishment of one or more (x) additional term loans, which may be of the same Class as any then-existing Term B Loans (a "**Term B Increase**") or a separate Class of Term B Loans (the commitments for additional term loans of the same Class or a separate Class, collectively, the "**Incremental Term B Commitments**"), (y) additional term letter of credit loans, which may be of the same Class as any then-existing Term C Loans (a "**Term C Increase**") or a separate Class of Term C Loans (the commitments for additional term loans of the same Class or a separate Class, collectively, the "**Incremental Term C Commitments**") and/or (z) revolving credit commitments,

which may be of the same Class as any then-existing Revolving Commitments (the commitments thereto, the "**Additional Revolving Commitments**") or a separate Class of Revolving Commitments (the commitments thereto, the "**New Revolving Commitments**" and, together with the Additional Revolving Commitments, the "**Incremental Revolving Commitments**"; together with the Incremental Term B Commitments and the Incremental Term C Commitments, the "**Incremental Commitments**"), by an aggregate principal amount, when combined with the aggregate principal amount of all Permitted Other Debt incurred in reliance on Sections 10.1(y)(iii) and (iv) (solely to the extent of refinancing Indebtedness incurred in reliance on clause (iii) of Section 10.(y)), not in excess of the Maximum Incremental Facilities Amount at the time of incurrence thereof and not less than $10,000,000 individually (or such lesser amount as (x) may be approved by the Administrative Agent or (y) shall constitute the Maximum Incremental Facilities Amount at such time). Each such notice shall specify the date (each, an "**Increased Amount Date**") on which the Borrower proposes that the Incremental Commitments shall be effective. The Borrower may approach any Lender or any Person (other than a natural Person) to provide all or a portion of the Incremental Commitments; provided that any Lender offered or approached to provide all or a portion of the Incremental Commitments may elect or decline, in its sole discretion, to provide an Incremental Commitment, and the Borrower shall have no obligation to approach any existing Lender to provide any Incremental Commitment. In each case, such Incremental Commitments shall become effective as of the applicable Increased Amount Date; provided that, (i) (x) other than as described in the immediately succeeding clause (y), no Event of Default shall exist on such Increased Amount Date immediately before or immediately after giving effect to such Incremental Commitments and the borrowing of any Incremental Loans thereunder or (y) if such Incremental Commitment is being provided in connection with a Limited Condition Transaction, then no Event of Default under (A) Section 11.1 or Section 11.5 shall exist on such Increased Amount Date and (B) such other provisions of Section 11 as may otherwise be required by the Lenders providing the applicable Incremental Commitment immediately before or immediately after giving effect to such Incremental Commitment and the borrowing of any Incremental Loans thereunder, (ii) in connection with any incurrence of Incremental Loans, or establishment of Incremental Commitments, on an Increased Amount Date, there shall be no requirement for the Borrower to bring down the representations and warranties under the Credit Documents unless and until requested by the Persons holding more than 50% of the applicable Incremental Loans or Incremental Commitments (provided that, in the case of Incremental Loans or Incremental Commitments used to finance a Permitted Acquisition or other acquisition constituting a permitted Investment, only the Specified Representations (conformed as necessary for such acquisition) shall be required to be true and correct in all material respects if requested by the Persons holding more than 50% of the applicable Incremental Loans or Incremental Commitments), (iii) the Incremental Commitments shall be effected pursuant to one or more Incremental Amendments executed and delivered by the Borrower and the Administrative Agent, and each of which shall be recorded in the Register and shall be subject to the requirements set forth in Section 5.4(e), and (iv) the Borrower shall make any payments required pursuant to Section 2.11 in connection with the Incremental Commitments, as applicable. No Lender shall have any obligation to provide any Commitments pursuant to this Section 2.14(a). For all purposes of this Agreement, (a) any Incremental Term B Loans made on an Increased Amount Date shall be designated (x) a separate series of Term B Loans or (y) in the case of a Term B Increase, a part of the series of existing Term B Loans subject to such increase, (b) any Incremental Term C Loans made on an Increased Amount Date shall be designated (x) a separate series of Term C Loans or (y) in the case of a Term C Increase, a part of the series of existing Term C Loans subject to such increase, and (c) any Incremental Revolving Commitments made on an Increased Amount Date shall be designated (x) a separate series of Revolving Commitments or (y) in the case of a Additional Revolving Commitment, a part of the series of existing Revolving Commitments subject to such increase (such

new or existing series of Term B Loans, Term C Loans or Revolving Commitments, each, a "**Series**").

(b) On any Increased Amount Date on which Incremental Revolving Commitments are effected, subject to the satisfaction (or waiver) of the following terms and conditions, (x) with respect to Additional Revolving Commitments, each of the Revolving Lenders with an existing Revolving Commitment of the Class being increased by such Additional Revolving Commitments shall automatically and without further act be deemed to have assigned to each Revolving Lender with a Additional Revolving Commitment of such Class (each, an "**Additional Revolving Lender**"), and each of such Additional Revolving Lenders shall automatically and without further act be deemed to have purchased and assumed, (i) a portion of such Revolving Lender's participations hereunder in outstanding Revolving Letters of Credit, so that after giving effect to each such deemed assignment and assumption and participation, the percentage of the aggregate outstanding participations hereunder in such Revolving Letters of Credit held by each Revolving Lender holding Revolving Loans (including each such Additional Revolving Lender), as applicable, will equal the percentage of the aggregate Total Revolving Commitments of all Revolving Lenders under the Credit Facilities, and (ii) at the principal amount thereof, such interests in the Revolving Loans of such Class outstanding on such Increased Amount Date as shall be necessary in order that, after giving effect to all such assignments and assumptions, the Revolving Loans of such Class will be held by existing Revolving Lenders under such Class and Additional Revolving Lenders under such Class ratably in accordance with their respective Revolving Commitments of such Class after giving effect to the addition of such Additional Revolving Commitments to such existing Revolving Commitments (the Administrative Agent and the Lenders hereby agree that the minimum borrowing, *pro rata* borrowing and *pro rata* payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to this clause (x)), and (y) with respect to any Incremental Revolving Commitments, (i) each Incremental Revolving Commitment shall be deemed for all purposes a Revolving Commitment and each loan made under an Additional Revolving Commitment (each, an "**Additional Revolving Loan**") and each loan made under an New Revolving Commitment (each, a "**New Revolving Loan**" and, together with the Additional Revolving Loans, the "**Incremental Revolving Loans**") shall be deemed, for all purposes, Revolving Loans and (ii) each Additional Revolving Lender and each Revolving Lender with a New Revolving Commitment (each, a "**New Revolving Lender**" and, together with the Additional Revolving Lenders, the "**Incremental Revolving Lenders**") shall become a Revolving Lender with respect to the applicable Incremental Revolving Commitment and all matters relating thereto.

(c) On any Increased Amount Date (x) on which any Incremental Term B Commitments of any Series are effective, subject to the satisfaction (or waiver) of the foregoing terms and conditions, (i) each Lender with an Incremental Term B Commitment (each, an "**Incremental Term B Lender**") of any Series shall make a term loan to the Borrower (each, an "**Incremental Term B Loan**") in an amount equal to its Incremental Term B Commitment of such Series, and (ii) each Incremental Term B Lender of any Series shall become a Lender hereunder with respect to the Incremental Term B Commitment of such Series and the Incremental Term B Loans of such Series made pursuant thereto and (y) on which any Incremental Term C Commitments of any Series are effective, subject to the satisfaction of the foregoing terms and conditions, (i) each Lender with an Incremental Term C Commitment (each, an "**Incremental Term C Lender**") of any Series shall make a term letter of credit loan to the Borrower (each, an "**Incremental Term C Loan**" and, together with the Incremental Term B Loans and the Incremental Revolving Loans, collectively the "**Incremental Loans**") in an amount equal to its Incremental Term C Commitment of such Series, and (ii) each Incremental Term C Lender of any

Series shall become a Lender hereunder with respect to the Incremental Term C Commitment of such Series and the Incremental Term C Loans of such Series made pursuant thereto. The Borrower shall use the proceeds, if any, of the Incremental Loans for any purpose not prohibited by this Agreement and as agreed by the Borrower and the lender(s) providing such Incremental Loans.

(d) The terms and provisions of any Incremental Term B Commitments and any Incremental Term C Commitments and the respective related Incremental Term B Loans and Incremental Term C Loans, in each case effected pursuant to a Term B Increase or Term C Increase shall be substantially identical to the terms and provisions applicable to the Class of Term B Loans or Term C Loans subject to such increase; provided, that underwriting, arrangement, structuring, end of term, amendment, ticking, commitment, original issue discount, upfront or similar fees, and other fees payable in connection therewith that are not generally shared with all relevant lenders providing such Incremental Term B Commitments and any Incremental Term C Commitments and the respective related Incremental Term B Loans and Incremental Term C Loans, that may be agreed to among the Borrower and the lender(s) providing and/or arranging such Incremental Term B Commitments or Incremental Term C Commitments may be paid in connection with such Incremental Term B Commitments or Incremental Term C Commitments, provided, that, upon any repayment of Incremental Term C Loans or reduction in related Term L/C Commitments, any excess cash collateral funded by such Incremental Term C Loans shall be withdrawn from the applicable funded term loan letter of credit cash collateral account. The terms and provisions of any Incremental Term B Commitments and any Incremental Term C Commitments and the respective related Incremental Term B Loans and Incremental Term C Loans of any Series not effected pursuant to a Term B Increase or Term C Increase shall be on terms and documentation set forth in the applicable Incremental Amendment as determined by the Borrower; provided that:

(i) (x) the applicable Incremental Term B Maturity Date of each Series shall be no earlier than the Initial Term B Maturity Date and (y) the applicable Incremental Term C Maturity Date of each Series shall be no earlier than the Initial Term C Maturity Date, provided, the requirements of the foregoing clause (i) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements;

(ii) the Weighted Average Life to Maturity of the applicable Incremental Term B Loans of each Series shall be no shorter than the Weighted Average Life to Maturity of the Initial Term B Loans (without giving effect to any previous amortization payments or prepayments of the Initial Term B Loans); provided, the requirements of the foregoing clause (ii) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements;

(iii) the Incremental Term B Loans, Incremental Term B Commitments, Incremental Term C Loans and Incremental Term C Commitments (x) may participate on a *pro rata* basis, greater than *pro rata* basis or less than *pro rata* basis in any voluntary prepayment of any Class of Term B Loans hereunder and may participate on a *pro rata* basis or less than *pro rata* basis (but, except as otherwise permitted by this Agreement, not on a greater than *pro rata* basis) in any mandatory prepayments of any Class of Term B Loans hereunder; provided that if such Incremental Term B Loans or Incremental Term C Loans are unsecured or rank junior in right of payment or as to security with the First Lien Obligations, such Incremental Term B Loans or Incremental Term C Loans shall participate on a junior basis with respect to mandatory repayments of Term B Loans and Term C Loans hereunder (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement),

(y) shall not be guaranteed by any Restricted Subsidiary other than a Guarantor hereunder and (z) shall be unsecured or, if secured by any of the Collateral, rank *pari passu* or junior in right of security with any First Lien Obligations outstanding under this Agreement and, if secured by Liens on any of the Collateral, shall not be secured by assets other than Collateral (and, if applicable, shall be subject to a subordination agreement and/or the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement, the Collateral Trust Agreement and/or other lien subordination and intercreditor arrangement that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Administrative Agent, as applicable);

(i v) the pricing, interest rate margins, discounts, premiums, interest rate floors, fees, and amortization schedule applicable to any Incremental Term B Loans or Incremental Term C Loans shall be determined by the Borrower and the lender(s) thereunder; provided, however, that, with respect to any Dollar denominated Incremental Term B Loans or Incremental Term C Loans made under Incremental Term B Commitments or Incremental Term C Commitments that (a) that mature within twelve months of the Term B Maturity Date or the Term C Maturity Date, as applicable and (b) rank *pari passu* in right of payment and security with the Initial Term B Loans or the Initial Term C Loans, as applicable, if the Yield in respect of any such Incremental Term B Loans or Incremental Term C Loans, as of the date of funding thereof exceeds the Yield in respect of any Initial Term B Loans or Initial Term C Loans by more than 0.50%, then the Applicable ABR Margin or the Applicable Term SOFR Margin, as applicable, in respect of such Initial Term B Loans or Initial Term C Loans, as applicable, shall be adjusted so that the Yield in respect of such Initial Term B Loans or Initial Term C Loans, as applicable, is equal to the Yield in respect of such Incremental Term B Loans or Incremental Term C Loans *minus* 0.50%; provided, further, to the extent any change in the Yield of the Initial Term B Loans or the Initial Term C Loans, as applicable, is necessitated by this clause (iv) on the basis of an effective interest rate floor in respect of the Incremental Term B Loans or Incremental Term C Loans, the increased Yield in the Initial Term B Loans or Initial Term C Loans, as applicable, shall (unless otherwise agreed in writing by the Borrower) have such increase in the Yield effected solely by increases in the interest rate floor(s) applicable to the Initial Term B Loans or Initial Term C Loans, as applicable; and

(v) all other terms of any Incremental Term B Loans or Incremental Term C Loans (other than as described in clauses (i), (ii), (iii) and (iv) above) may differ from the terms of the Initial Term B Loans or Initial Term C Loans if reasonably satisfactory to the Borrower and the lender(s) providing such Incremental Term B Loans or Incremental Term C Loans.

(e) The terms and provisions of any Additional Revolving Commitments and the related Additional Revolving Loans shall be substantially identical to the Class of Commitments and related Revolving Loans subject to increase by such Additional Revolving Commitments and Additional Revolving Loans; provided, that underwriting, arrangement, structuring, ticking, commitment, upfront or similar fees, and other fees payable in connection therewith that are not shared with all relevant lenders providing such Additional Revolving Commitments and related Additional Revolving Loans, that may be agreed to among the Borrower and the lender(s) providing and/or arranging such Additional Revolving Commitments may be paid in connection with such Additional Revolving Commitments. New Revolving Commitments and New Revolving Loans shall be on terms and documentation set forth in the applicable Incremental Amendment as determined by the Borrower; provided, further, that notwithstanding anything to the contrary in this Section 2.14 or otherwise:

(i) the Weighted Average Life to Maturity of the applicable New Revolving Commitments and New Revolving Loans shall be no shorter than the Weighted Average Life to

Maturity of the Initial Revolving Loans and Revolving Commitments (without giving effect to any previous prepayments of the Initial Revolving Loans);

(ii) any such New Revolving Commitments and New Revolving Loans shall rank *pari passu* or junior in right of payment and of security with the Revolving Loans (and, if applicable, shall be subject to a subordination agreement and/or the Junior Lien Intercreditor Agreement, the Collateral Trust Agreement or other lien subordination and intercreditor arrangement that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Administrative Agent);

(iii) any such New Revolving Commitments and New Revolving Loans (x) shall not be guaranteed by any Restricted Subsidiary other than a Guarantor hereunder and (y) if secured, shall not be secured by assets other than Collateral (and, if applicable, shall be subject to a subordination agreement and/or the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement, the Collateral Trust Agreement and/or other lien subordination and intercreditor arrangement that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Administrative Agent, as applicable); and

(iv) any such New Revolving Commitments and New Revolving Loans shall not mature earlier than the Revolving Credit Maturity Date as in effect on the Closing Date.

(f) The Administrative Agent and the Lenders hereby consent to the consummation of the transactions contemplated by this Section 2.14 and hereby waive the requirements of any provision of this Agreement (including, without limitation, any *pro rata* payment or amendment section) or any other Credit Document that may otherwise prohibit or restrict any such extension or any other transaction contemplated by this Section 2.14. Each Incremental Amendment may, without the consent of any other Lenders, effect technical and corresponding amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.14.

2.15. Extensions of Term B Loans and Revolving Loans and Revolving Commitments; Refinancing Facilities .

(a) Extensions.

(i) The Borrower may at any time and from time to time request that all or a portion of the Revolving Commitments of any Class, each existing at the time of such request (each, an "**Existing Revolving Commitment**" and any related Revolving Loans thereunder, "**Existing Revolving Loans**"; each Existing Revolving Commitment and related Existing Revolving Loans together being referred to as an "**Existing Revolving Class**") be converted to extend the termination date thereof and the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of Existing Revolving Loans related to such Existing Revolving Commitments (any such Existing Revolving Commitments which have been so extended, "**Extended Revolving Commitments**" and any related Revolving Loans, "**Extended Revolving Loans**") and to provide for other terms consistent with this Section 2.15(a). In order to establish any Extended Revolving Commitments, the Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Class of Existing Revolving Commitments which such request shall be offered equally to all such Lenders) (a "**Revolving Extension Request**") setting forth the proposed terms of the Extended Revolving Commitments to be established, which shall either, at the option of the Borrower, (A) reflect market terms and conditions (taken as a whole) at the time of incurrence or

issuance (as determined in good faith by the Borrower) or (B) if not consistent with the terms of the applicable Existing Revolving Commitments, shall not be materially more restrictive to the Credit Parties (as determined in good faith by the Borrower), when taken as a whole, than the terms of such Existing Revolving Commitments (the "**Specified Existing Revolving Commitment**") unless (x) the Lenders providing Existing Revolving Loans receive the benefit of such more restrictive terms or (y) any such provisions apply after the Latest Maturity Date of any Revolving Commitments then outstanding under this Agreement, in each case, to the extent provided in the applicable Extension Amendment; provided, however, that (w) all or any of the final maturity dates of such Extended Revolving Commitments may be delayed to later dates than the final maturity dates of the Specified Existing Revolving Commitments, (x) (A) the interest rates, interest margins, rate floors, upfront fees, funding discounts, original issue discount and premiums with respect to the Extended Revolving Commitments may be higher or lower than the interest margins rate floors, upfront fees, funding discounts, original issue discount and premiums for the Specified Existing Revolving Commitments and/or (B) additional fees and premiums may be payable to the Lenders providing such Extended Revolving Commitments in addition to or in lieu of any of the items contemplated by the preceding clause (A), (y) the commitment fee rate with respect to the Extended Revolving Commitments may be higher or lower than the commitment fee rate for the Specified Existing Revolving Commitment and (z) unless otherwise permitted hereby, the amount of the Extended Revolving Commitments and the principal amount of the Extended Revolving Loans shall not exceed the amount of the Specified Existing Revolving Commitments being extended and the principal amount of the related Existing Revolving Loans being extended, respectively, and provided further that, notwithstanding anything to the contrary in this Section 2.15(a) or otherwise, (1) the borrowing and repayment (other than in connection with a permanent repayment and termination of commitments) of the Extended Revolving Loans under any Extended Revolving Commitments shall be made on a pro rata basis with any borrowings and repayments of the Specified Existing Revolving Commitments and each other Class of Existing Revolving Commitments (the mechanics for which may be implemented through the applicable Extension Amendment and may include technical changes related to the borrowing and repayment procedures of the applicable Credit Facility) and (2) assignments and participations of Extended Revolving Commitments and Extended Revolving Loans shall be governed by the same assignment and participation provisions applicable to Revolving Commitments and the Revolving Loans related to such Commitments set forth in Section 13.6. No Lender shall have any obligation to agree to have any of its Revolving Loans or Revolving Commitments of any Existing Revolving Class converted into Extended Revolving Loans or Extended Revolving Commitments pursuant to any Revolving Extension Request. Any Extended Revolving Commitments of any Extension Series shall constitute a separate Class of revolving credit commitments from the Specified Existing Revolving Commitments and from any other Existing Revolving Commitments; provided that any Extended Revolving Commitments converted from an Existing Revolving Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Revolving Commitments other than the Existing Revolving Class from which such Extended Revolving Commitments were converted.

(ii) The Borrower may at any time and from time to time request that all or a portion of the Term B Loans of any Class (an "**Existing Term B Class**") be converted to extend the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of such Term B Loans (any such Term B Loans which have been so converted, "**Extended Term B Loans**") and to provide for other terms consistent with this Section 2.15. In order to establish any Extended Term B Loans, the Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Existing Term B Class which such request shall be offered equally to all such Lenders)

(a "**Term B Extension Request**") setting forth the proposed terms of the Extended Term B Loans to be established; provided that the covenants relating to the Extended Term B Loans, shall either, at the option of the Borrower, (A) reflect market covenants (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower) or (B) if not consistent with the covenants of the applicable Existing Term B Class, shall not be materially more restrictive to the Credit Parties (as determined in good faith by the Borrower), when taken as a whole, than the covenants of the Term B Loans of the Existing Term B Class unless (x) the Lenders of the Term B Loans of such applicable Existing Term B Class receive the benefit of such more restrictive covenants or (y) any such provisions apply after the Latest Term Maturity Date in respect of Term B Loans; provided, however, that (1) the scheduled final maturity date shall be extended and all or any of the scheduled amortization payments of principal of the Extended Term B Loans may be delayed to later dates than the scheduled amortization of principal of the Term B Loans of such Existing Term B Class (with any such delay resulting in a corresponding adjustment to the scheduled amortization payments reflected in Section 2.5 or in the Extension Amendment, as the case may be, with respect to the Existing Term B Class from which such Extended Term B Loans were converted, in each case as more particularly set forth in Section 2.15(a)(v)), (2)(A) pricing, fees, optional prepayment or redemption terms shall be determined in good faith by the Borrower and the interest rates, interest margins, upfront fees, funding discounts, original issue discounts and premiums (including through fixed rate interest) with respect to the Extended Term B Loans may be higher or lower than the interest margins and floors for the Term B Loans of such Existing Term B Class and/or (B) additional fees, premiums or AHYDO Catch-Up Payments may be payable to the Lenders providing such Extended Term B Loans in addition to or in lieu of any of the items contemplated by the preceding clause (A), in each case, to the extent provided in the applicable Extension Amendment, (3) the Extended Term B Loans may participate on a *pro rata* basis, greater than *pro rata* basis or less than *pro rata* basis in any voluntary prepayment of any Class of Term B Loans hereunder and may participate on a pro rata basis or less than pro rata basis (but, except as otherwise permitted by this Agreement, not on a greater than pro rata basis) in any mandatory prepayments of any Class of Term B Loans hereunder; provided that if such Extended Term B Loans are unsecured or rank junior in right of payment or as to security with the First Lien Obligations, such Extended Term B Loans shall participate on a junior basis with respect to mandatory repayments of Term B Loans hereunder (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement), (4) Extended Term B Loans may have call protection and prepayment premiums and, subject to clause (3) above, other redemption terms as may be agreed by the Borrower and the Lenders thereof and (5) the principal amount of the Extended Term B Loans shall not exceed the principal amount of the Term B Loans being extended except as otherwise permitted herein. No Lender shall have any obligation to agree to have any of its Term B Loans of any Existing Term B Class converted into Extended Term B Loans pursuant to any Term B Extension Request. Any Extended Term B Loans of any Extension Series shall constitute a separate Class of Term B Loans from the Existing Term B Class from which they were converted; provided that any Extended Term B Loans converted from an Existing Term B Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Term B Loans other than the Existing Term B Class from which such Extended Term B Loans were converted (in which case scheduled amortization with respect thereto shall be proportionally increased).

(iii) The Borrower may at any time and from time to time request that all or a portion of the Term C Loans of any Class (an "**Existing Term C Class**") be converted to extend the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of such Term C Loans (any such Term C Loans which have been so converted, "**Extended Term C Loans**") and to provide for other terms consistent with this Section 2.15(a).

In order to establish any Extended Term C Loans, the Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Existing Term C Class which such request shall be offered equally to all such Lenders) (a "**Term C Extension Request**") setting forth the proposed terms of the Extended Term C Loans to be established, shall either, at the option of the Borrower, (A) reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower) or (B) if not consistent with the terms of the applicable Existing Term C Class, shall not be materially more restrictive to the Credit Parties (as determined in good faith by the Borrower), when taken as a whole, than the terms of the Term C Loans of the Existing Term C Class unless (x) the Lenders of the Term C Loans of such applicable Existing Term C Class receive the benefit of such more restrictive terms or (y) any such provisions apply after the Latest Term C Maturity Date; provided, however, that (1) the scheduled final maturity date shall be extended to a later date than the scheduled maturity of the Existing Term C Class and there shall not be any scheduled amortization payments of principal in respect of Extended Term C Loans, (2)(A) pricing, fees, optional prepayment or redemption terms shall be determined in good faith by the Borrower and the interest rates, interest margins, upfront fees, funding discounts, original issue discounts and premiums (including through fixed interest rates) with respect to the Extended Term C Loans may be higher or lower than the interest margins rate floors, interest margins, upfront fees, funding discounts, original issue discounts and premiums (including through fixed interest rates) for the Term B Loans of such Existing Term C Class and/or (B) additional fees, premiums or AHYDO Catch-Up Payments may be payable to the Lenders providing such Extended Term C Loans in addition to or in lieu of any of the items contemplated by the preceding clause (A), in each case, to the extent provided in the applicable Extension Amendment, (3) the Extended Term C Loans may participate on a *pro rata* basis, greater than *pro rata* basis or less than *pro rata* basis in any voluntary prepayment of any Class of Term C Loans hereunder and may participate on a pro rata basis or less than pro rata basis (but, except as otherwise permitted by this Agreement, not on a greater than pro rata basis) in any mandatory prepayments of any Class of Term C Loans hereunder; provided that if such Extended Term C Loans are unsecured or rank junior in right of payment or as to security with the First Lien Obligations, such Extended Term C Loans shall participate on a junior basis with respect to mandatory repayments of Term C Loans hereunder (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement), (4) Extended Term C Loans may have call protection and prepayment premiums and, subject to clause (3) above redemption terms as may be agreed by the Borrower and the Lenders thereof, (5) to the extent that any such provision applicable after the Initial Term C Loan Maturity Date pursuant to clause (y) is added for the benefit of any such Indebtedness, no consent shall be required by the Administrative Agent or any of the Lenders and (6) unless otherwise permitted hereby, the principal amount of the Extended Term C Loans shall not exceed the principal amount of the Term C Loans being extended. No Lender shall have any obligation to agree to have any of its Term C Loans of any Existing Term C Class converted into Extended Term C Loans pursuant to any Term C Extension Request. Any Extended Term C Loans of any Extension Series shall constitute a separate Class of Term C Loans from the Existing Term C Class from which they were converted; provided that any Extended Term C Loans converted from an Existing Term C Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Term C Loans other than the Existing Term C Class from which such Extended Term C Loans were converted (in which case scheduled amortization with respect thereto shall be proportionally increased).

(iv) Any Lender (an "**Extending Lender**") wishing to have all or a portion of its Term B Loans, Term C Loans or Revolving Commitment of the Existing Class or Existing Classes subject to such Extension Request converted into Extended Term B Loans, Extended Term

C Loans or Extended Revolving Commitments, as applicable, shall notify the Administrative Agent (an "**Extension Election**") on or prior to the date specified in such Extension Request of the amount of its Term B Loans, Term C Loans or Revolving Commitments of the Existing Class or Existing Classes subject to such Extension Request that it has elected to convert into Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments, as applicable. In the event that the aggregate amount of Term B Loans, Term C Loans or Revolving Commitments of the Existing Class or Existing Classes subject to Extension Elections exceeds the amount of Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments, as applicable, requested pursuant to the Extension Request, Term B Loans, Term C Loans or Revolving Commitments of the Existing Class or Existing Classes subject to Extension Elections shall be converted to Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments, as applicable, on a *pro rata* basis based on the amount of Term B Loans, Term C Loans or Revolving Commitments included in each such Extension Election. Notwithstanding the conversion of any Existing Revolving Commitment into an Extended Revolving Commitment, such Extended Revolving Commitment shall be treated identically to all then-outstanding Revolving Commitments for purposes of the obligations of a Revolving Lender in respect of Letters of Credit under Section 3, except that the applicable Extension Amendment may provide that the applicable Revolving L/C Maturity Date may be extended and the related obligations to issue Revolving Letters of Credit may be continued so long as the applicable Revolving L/C Issuer has consented to such extensions in its sole discretion (it being understood that no consent of any other Lender shall be required in connection with any such extension). Notwithstanding the conversion of any Term C Loans of an Existing Term C Class into Extended Term C Loans, the applicable Extension Amendment may provide that the Term C Maturity Date may be extended and the related obligations to issue Term Letters of Credit may be continued so long as the applicable Term L/C Issuer has consented to such extensions in its sole discretion (it being understood that no consent of any other Lender shall be required in connection with any such extension).

(v) Extended Term B Loans or Extended Revolving Commitments, as applicable, shall be established pursuant to an amendment (an "**Extension Amendment**") to this Agreement (which, except to the extent expressly contemplated by the last sentence of this Section 2.15(a)(v) and notwithstanding anything to the contrary set forth in Section 13.1, shall not require the consent of any Lender other than the Extending Lenders with respect to the Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments, as applicable, established thereby) executed by the Credit Parties, the Administrative Agent and the Extending Lenders. No Extension Amendment shall provide for any Class of Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments in an aggregate principal amount that is less than $10,000,000 (or other amount as may be agreed to by the Administrative Agent) and the Borrower may condition the effectiveness of any Extension Amendment on an Extension Minimum Condition, which may be waived by the Borrower in its sole discretion. In addition to any terms and changes required or permitted by Section 2.15(a), each Extension Amendment (x) shall amend the scheduled amortization payments pursuant to Section 2.5 or the applicable Incremental Amendment with respect to the Existing Term B Class from which the Extended Term B Loans were converted to reduce each scheduled Repayment Amount for the Existing Term B Class in the same proportion as the amount of Term B Loans of the Existing Term B Class is to be converted pursuant to such Extension Amendment (it being understood that the amount of any Repayment Amount payable with respect to any individual Term B Loan of such Existing Term B Class that is not an Extended Term B Loan shall not be reduced as a result thereof) and (y) may, but shall not be required to, impose additional requirements (not inconsistent with the provisions of this Agreement in effect at such time) with respect to the final maturity and Weighted Average Life to Maturity of Incremental Term B Loans and Incremental Term C Loans incurred following

the date of such Extension Amendment. Notwithstanding anything to the contrary in this Section 2.15, and without limiting the generality or applicability of Section 13.1 to any Section 2.15(a) Additional Amendments, any Extension Amendment may provide for additional terms and/or additional amendments other than those referred to or contemplated above (any such additional amendment, a "**Section 2.15(a) Additional Amendment**") to this Agreement and the other Credit Documents; provided that such Section 2.15(a) Additional Amendments comply with the requirements of Section 2.15(a) and do not become effective prior to the time that such Section 2.15(a) Additional Amendments have been consented to (including, without limitation, pursuant to (1) consents applicable to holders of Incremental Term B Loans, Incremental Term C Loans and Incremental Revolving Commitments provided for in any Incremental Amendment and (2) consents applicable to holders of any Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments provided for in any Extension Amendment) by such of the Lenders, Credit Parties and other parties (if any) as may be required in order for such Section 2.15(a) Additional Amendments to become effective in accordance with Section 13.1.

(vi) Notwithstanding anything to the contrary contained in this Agreement, (A) on any date on which any Existing Class is converted to extend the related scheduled maturity date(s) in accordance with paragraph (a) above (an "**Extension Date**"), (I) in the case of the existing Term B Loans of each Extending Lender, the aggregate principal amount of such existing Term B Loans shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Term B Loans so converted by such Lender on such date, and the Extended Term B Loans shall be established as a separate Class of Term B Loans, provided that any Extended Term B Loans converted from an Existing Term B Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Term B Loans other than the Existing Term B Class from which such Extended Term B Loans were converted (in which case scheduled amortization with respect thereto shall be proportionally increased), (II) in the case of the existing Term C Loans of each Extending Lender, the aggregate principal amount of such existing Term C Loans shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Term C Loans so converted by such Lender on such date, and the Extended Term C Loans shall be established as a separate Class of Term C Loans, provided that any Extended Term C Loans converted from an Existing Term C Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Term C Loans other than the Existing Term C Class from which such Extended Term C Loans were converted, and (III) in the case of the Specified Existing Revolving Commitments of each Extending Lender, the aggregate principal amount of such Specified Existing Revolving Commitments shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Revolving Commitments so exchanged by such Lender on such date, and such Extended Revolving Commitments shall be established as a separate Class of revolving credit commitments from the Specified Existing Revolving Commitments and from any other Existing Revolving Commitments, provided that any Extended Revolving Commitments converted from an Existing Revolving Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Revolving Commitments other than the Existing Revolving Class from which such Extended Term C Loans were converted and (B) if, on any Extension Date, any Loans of any Extending Lender are outstanding under the applicable Specified Existing Revolving Commitments, such Loans (and any related participations) shall be deemed to be allocated as Extended Revolving Loans (and related participations) and Existing Revolving Loans (and related participations) in the same proportion as such Extending Lender's Specified Existing Revolving Commitments to Extended Revolving Commitments.

(vii) The Administrative Agent and the Lenders hereby consent to the consummation of the transactions contemplated by this Section 2.15(a) (including, for the avoidance of doubt, payment of any interest, fees, or premium in respect of any Extended Term B Loans and/or Extended Revolving Commitments on such terms as may be set forth in the relevant Extension Amendment) and hereby waive the requirements of any provision of this Agreement (including, without limitation, any *pro rata* payment or amendment section) or any other Credit Document that may otherwise prohibit or restrict any such extension or any other transaction contemplated by this Section 2.15(a).

(viii) No conversion of Loans or Commitments pursuant to any Extension Amendment in accordance with this Section 2.15(a) shall constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.

(b) Refinancing Facilities.

(i) The Borrower may, at any time or from time to time after the Closing Date, by notice to the Administrative Agent (a "**Refinancing Loan Request**"), request (A) (i) the establishment of one or more new Classes of term loans under this Agreement (any such new Class, "**New Refinancing Term B Commitments**") or (ii) increases to one or more existing Classes of term loans under this Agreement (any such increase to an existing Class, collectively with New Refinancing Term B Commitments, "**Refinancing Term B Commitments**"), or (B) (i) the establishment of one or more new Classes of term letter of credit loans under this Agreement (any such new Class, "**New Refinancing Term C Commitments**") or (ii) increases to one or more existing Classes of term letter of credit loans under this Agreement (any such increase to an existing Class, collectively with New Refinancing Term C Commitments, "**Refinancing Term C Commitments**"), or (C) (i) the establishment of one or more new Classes of revolving credit commitments under this Agreement (any such new Class, "**New Refinancing Revolving Commitments**"), or (ii) increases to one or more existing Classes of Revolving Commitments (any such increase to an existing Class, collectively with the New Refinancing Revolving Commitments, "**Refinancing Revolving Commitments**" and, collectively with any Refinancing Term B Commitments and Refinancing Term C Commitments, "**Refinancing Commitments**"), in each case, established in exchange for, or to extend, renew, replace, repurchase, retire or refinance, in whole or in part, as selected by the Borrower, any one or more then existing Class or Classes of Loans or Commitments (with respect to a particular Refinancing Commitment or Refinancing Loan, such existing Loans or Commitments, "**Refinanced Debt**"), whereupon the Administrative Agent shall promptly deliver a copy of each such notice to each of the Lenders.

(ii) Any Refinancing Term B Loans made pursuant to New Refinancing Term B Commitments, any Refinancing Term C Loans made pursuant to New Refinancing Term C Commitments or any New Refinancing Revolving Commitments made on a Refinancing Facility Closing Date shall be designated a separate Class of Refinancing Term B Loans, Refinancing Term C Loans or Refinancing Revolving Commitments, as applicable, for all purposes of this Agreement unless designated as a part of an existing Class of Term B Loans, Term C Loans or Revolving Commitments in accordance with this Section 2.15(b). On any Refinancing Facility Closing Date on which any Refinancing Term B Commitments of any Class are effected, subject to the satisfaction or waiver of the terms and conditions in this Section 2.15(b), (x) each Refinancing Term Lender of such Class shall make a term loan to the Borrower (each, a "**Refinancing Term B Loan**") in an amount equal to its Refinancing Term B Commitment of such Class and (y) each Refinancing Term **B** Lender of such Class shall become a Lender hereunder with respect to the Refinancing Term B Commitment of such Class and the Refinancing Term B Loans of such Class

made pursuant thereto. On any Refinancing Facility Closing Date on which any Refinancing Term C Commitments of any Class are effected, subject to the satisfaction or waiver of the terms and conditions in this Section 2.15(b), (x) each Refinancing Term C Lender of such Class shall make a term loan to the Borrower (each, a "**Refinancing Term C Loan**") in an amount equal to its Refinancing Term C Commitment of such Class and (y) each Refinancing Term C Lender of such Class shall become a Lender hereunder with respect to the Refinancing Term C Commitment of such Class and the Refinancing Term C Loans of such Class made pursuant thereto. On any Refinancing Facility Closing Date on which any Refinancing Revolving Commitments of any Class are effected, subject to the satisfaction or waiver of the terms and conditions in this Section 2.15(b), (x) each Refinancing Revolving Lender of such Class shall make its Refinancing Revolving Commitment available to the Borrower (when borrowed, a "**Refinancing Revolving Loan**" and collectively with any Refinancing Term B Loan and Refinancing Term C Loan, a "**Refinancing Loan**") and (y) each Refinancing Revolving Lender of such Class shall become a Lender hereunder with respect to the Refinancing Revolving Commitment of such Class and the Refinancing Revolving Loans of such Class made pursuant thereto.

(iii) Each Refinancing Loan Request from the Borrower pursuant to this Section 2.15(b) shall set forth the requested amount and proposed terms of the relevant Refinancing Term B Loans, Refinancing Term C Loans or Refinancing Revolving Commitments and identify the Refinanced Debt with respect thereto. Refinancing Term B Loans or Refinancing Term C Loans may be made, and Refinancing Revolving Commitments may be provided, by any existing Lender (but no existing Lender will have an obligation to make any Refinancing Commitment, nor will the Borrower have any obligation to approach any existing Lender to provide any Refinancing Commitment) or by any New Refinancing Lender (each such existing Lender or New Refinancing Lender providing such Commitment or Loan, a "**Refinancing Revolving Lender**", a "**Refinancing Term C Lender**" or "**Refinancing Term B Lender**," as applicable, and, collectively, "**Refinancing Lenders**").

(iv) The effectiveness of any Refinancing Amendment, and the Refinancing Commitments thereunder, shall be subject to the satisfaction (or waiver) on the date thereof (each, a "**Refinancing Facility Closing Date**") of each of the following conditions, together with any other conditions set forth in the Refinancing Amendment:

(A) each Refinancing Commitment shall be in an aggregate principal amount that is not less than $10,000,000 (provided that such amount may be less than $10,000,000 if (i) agreed to by the Administrative Agent or (ii) such amount is equal to (x) the entire outstanding principal amount of Refinanced Debt that is in the form of Term B Loans or Term C Loans or (y) the entire outstanding principal amount of Refinanced Debt (or commitments) that is in the form of Revolving Commitments),

(B) the Refinancing Term B Loans made pursuant to any increase in any existing Class of Term B Loans shall be added to (and form part of) each Borrowing of outstanding Term B Loans under the respective Class so incurred on a *pro rata* basis (based on the principal amount of each Borrowing) so that each Lender under such Class will participate proportionately in each then outstanding Borrowing of Term B Loans under such Class, and

(C) the Refinancing Term C Loans made pursuant to any increase in any existing Class of Term C Loans shall be added to (and form part of) each Borrowing of outstanding Term C Loans under the respective Class so incurred on a *pro rata* basis (based

on the principal amount of each Borrowing) so that each Lender under such Class will participate proportionately in each then outstanding Borrowing of Term C Loans under such Class.

(v) Upon any Refinancing Facility Closing Date on which Refinancing Revolving Commitments are effected, (a) there shall be an automatic adjustment to the participations hereunder in Letters of Credit held by each Revolving Lender under the Revolving Commitments so that each such Revolving Lender shares ratably in such participations in accordance with its Revolving Commitments (after giving effect to the establishment of such Refinancing Revolving Commitments), (b) each Refinancing Revolving Commitment shall be deemed for all purposes a Revolving Commitment and each Refinancing Revolving Loan made thereunder shall be deemed, for all purposes, a Revolving Loan and (c) each Refinancing Revolving Lender shall become a Lender with respect to the Refinancing Revolving Commitments and all matters relating thereto. Upon any Refinancing Facility Closing Date on which Refinancing Revolving Commitments are effected through the establishment of a new Class of Revolving Commitments pursuant to this Section 2.15(b), if, on such date, there are any Revolving Loans under any Revolving Commitments then outstanding, such Revolving Loans shall be prepaid from the proceeds of a new Borrowing of the Refinancing Revolving Loans under such new Class of Refinancing Revolving Commitments in such amounts as shall be necessary in order that, after giving effect to such Borrowing and all such related prepayments, all Revolving Loans under all Revolving Commitments will be held by all Revolving Lenders with Revolving Commitments (including Lenders providing such Refinancing Revolving Commitments) ratably in accordance with all of their respective Revolving Commitments of all Classes (after giving effect to the establishment of such Refinancing Revolving Commitments). Upon any Refinancing Facility Closing Date on which Refinancing Revolving Commitments are effected through the increase to any existing Class of Revolving Commitments pursuant to this Section 2.15(b), if, on the date of such increase, there are any Revolving Loans outstanding under such Class of Revolving Commitments being increased, each of the Revolving Lenders under such Class shall automatically and without further act be deemed to have assigned to each of the Refinancing Revolving Lenders under such Class, and each of such Refinancing Revolving Lenders shall automatically and without further act be deemed to have purchased and assumed, at the principal amount thereof, such interests in the Revolving Loans of such Class outstanding on such Refinancing Facility Closing Date as shall be necessary in order that, after giving effect to all such assignments and assumptions, such Revolving Loans of such Class will be held by existing Revolving Lenders under such Class and Refinancing Revolving Lenders under such Class ratably in accordance with their respective Revolving Commitments of such Class after giving effect to the addition of such Refinancing Revolving Commitments to such existing Revolving Commitments under such Class. The Administrative Agent and the Lenders hereby agree that the minimum borrowing, *pro rata* borrowing and *pro rata* payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the two preceding sentences.

(vi) The terms, provisions and documentation of the Refinancing Term B Loans and Refinancing Term B Commitments, the Refinancing Term C Loans and Refinancing Term C Commitments, or the Refinancing Revolving Loans and Refinancing Revolving Commitments, as the case may be, of any Class shall be as agreed between the Borrower and the applicable Refinancing Lenders providing such Refinancing Commitments, and except as otherwise set forth herein, to the extent not identical to (or constituting a part of) any Class of Term B Loans, Term C Loans or Revolving Commitments, as applicable, each existing on the Refinancing Facility Closing Date, shall be consistent with clauses (A) or (B) below, as applicable, and the other terms and conditions shall either, at the option of the Borrower, (x) reflect market

terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined by the Borrower) or (y) if not consistent with the terms of the corresponding Class of Term B Loans, Term C Loans or Revolving Commitments, as applicable, not be materially more restrictive to the Borrower (as determined by the Borrower), when taken as a whole, than the terms of the applicable Class of Term B Loans, Term C Loans or Revolving Commitments being refinanced or replaced (except (1) covenants or other provisions applicable only to periods after the Latest Maturity Date (as of the applicable Refinancing Facility Closing Date) and (2) pricing, fees, rate floors, premiums, optional prepayment or redemption terms (which shall be determined by the Borrower) unless the Lenders under the Term B Loans, Term C Loans or Revolving Commitments, as applicable, each existing on the Refinancing Facility Closing Date, receive the benefit of such more restrictive terms. In any event:

(A) the Refinancing Term B Loans and Refinancing Term C Loans:

(1) (I) shall rank *pari passu* or junior in right of payment with any First Lien Obligations outstanding under this Agreement and (II) shall be unsecured or rank *pari passu* or junior in right of security with any First Lien Obligations outstanding under this Agreement and, if secured, shall not be secured by assets other than Collateral (and, if applicable, shall be subject to a subordination agreement and/or the Collateral Trust Agreement, the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement and/or any other lien subordination and intercreditor arrangement that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Administrative Agent, as applicable);

(2) as of the Refinancing Facility Closing Date, shall not have a Maturity Date earlier than the Maturity Date of the Refinanced Debt;

(3) as of the Refinancing Facility Closing Date, such Refinancing Term B Loans shall have a Weighted Average Life to Maturity not shorter than the remaining Weighted Average Life to Maturity of the Refinanced Debt on the date of incurrence of such Refinancing Term B Loans (without giving effect to any previous amortization payments or prepayments of the Refinanced Debt);

(4) shall have a Yield determined by the Borrower and the applicable Refinancing Term B Lenders or Refinancing Term C Lenders;

(5) may provide for the ability to participate on a *pro rata* basis or less than or greater than a *pro rata* basis in any voluntary repayments or prepayments of principal of Term B Loans or Term C Loans hereunder and on a *pro rata* basis or less than a *pro rata* basis (but, except as otherwise permitted by this Agreement, not on a greater than *pro rata* basis) in any mandatory repayments or prepayments of principal of Term B Loans or Term C Loans hereunder; provided, that if such Refinancing Term B Loans are unsecured or rank junior in right of payment or as to security with the First Lien Obligations, such Refinancing Term B Loans shall participate on a junior basis with respect to mandatory repayments of Term B Loans and Term C Loans hereunder (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement);

(6) unless otherwise permitted hereby, shall not have a greater principal amount than the principal amount of the Refinanced Debt (*plus* the amount of any unused commitments thereunder), *plus* accrued interest, fees, defeasance costs and premium

(including call and tender premiums), if any, under the Refinanced Debt, *plus* underwriting discounts, fees, commissions and expenses (including original issue discount, upfront fees and similar items) in connection with the refinancing of such Refinanced Debt and the incurrence or issuance of such Refinancing Term B Loans or Refinancing Term C Loans; and

(7) may not be guaranteed by any Person other than a Credit Party;

(B) the Refinancing Revolving Commitments and Refinancing Revolving Loans:

(1) (I) shall rank *pari passu* or junior in right of payment and (II) shall be *pari passu* or junior in right of security with the Revolving Loans and, in each case, shall not be secured by assets other than Collateral (and, if applicable, shall be subject to a subordination agreement and/or the Collateral Trust Agreement, the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement and/or any other lien subordination and intercreditor arrangement that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Administrative Agent, as applicable);

(2) shall not mature earlier than, or provide for mandatory commitment reductions prior to, the maturity date with respect to the Refinanced Debt;

(3) shall provide that the borrowing, prepayments and repayment (except for (1) payments of interest and fees at different rates on Refinancing Revolving Commitments (and related outstandings), (2) repayments required upon the maturity date of the Refinancing Revolving Commitments and (3) repayment made in connection with a permanent repayment and termination of commitments (subject to clause (4) below)) of Revolving Loans with respect to Refinancing Revolving Commitments after the associated Refinancing Facility Closing Date shall be made on a *pro rata* basis with all other Revolving Commitments existing on the Refinancing Facility Closing Date; provided, that if such Refinancing Revolving Commitments (and related Obligations) are unsecured or rank junior in right of payment or as to security with the First Lien Obligations, such Refinancing Revolving Commitments may participate on a "first-in/last-out" basis (but not a "last-in/first-out" basis) with respect to borrowings, prepayments and repayments of all other Revolving Commitments existing on the Refinancing Facility Closing Date (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement);

(4) shall provide that the permanent repayment of Revolving Loans with respect to, and termination or reduction of, Refinancing Revolving Commitments after the associated Refinancing Facility Closing Date be made on a *pro rata* basis or less than *pro rata* basis (but not greater than *pro rata* basis, except that the Borrower shall be permitted to permanently repay and terminate Commitments in respect of any such Class of Revolving Loans on a greater than *pro rata* basis as compared to any other Class of Revolving Loans with a later maturity date than such Class or in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement) with all other Revolving Commitments existing on the Refinancing Facility Closing Date;

(5) shall have a Yield determined by the Borrower and the applicable Refinancing Revolving Lenders;

(6) except as otherwise permitted hereby, shall have an equal or greater principal amount of utilized Commitments than the principal amount of the utilized Commitments of the Refinanced Debt (*plus* the amount of any unused commitments thereunder), *plus* accrued interest, fees, defeasance costs and premium (including call and tender premiums), if any, under the Refinanced Debt, *plus* underwriting discounts, fees, commissions and expenses (including original issue discount, upfront fees and similar items) in connection with the refinancing of such Refinanced Debt and the incurrence or issuance of such Refinancing Revolving Commitments or Refinancing Revolving Loans; and

(7) may not be guaranteed by any Person other than a Credit Party.

(vii) Notwithstanding anything to the contrary set forth in Section 13.1, the Commitments in respect of Refinancing Term B Loans and Refinancing Revolving Commitments shall become additional Commitments under this Agreement pursuant to an amendment (a "**Refinancing Amendment**") to this Agreement and, as appropriate, the other Credit Documents, executed by the Borrower, each Refinancing Lender providing such Commitments and the Administrative Agent. The Refinancing Amendment may, without the consent of any other Credit Party, Agent or Lender, effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.15(b). The Borrower will use the proceeds, if any, of the Refinancing Term B Loans, Refinancing Term C Loans and Refinancing Revolving Commitments in exchange for, or to extend, renew, replace, repurchase, retire or refinance, and shall permanently terminate applicable commitments under, substantially concurrently, the applicable Refinanced Debt.

(viii) The Administrative Agent and the Lenders hereby consent to the consummation of the transactions contemplated by this Section 2.15(b) (including, for the avoidance of doubt, payment of any interest, fees, or premium in respect of any Refinanced Debt on such terms as may be set forth in the relevant Refinancing Amendment) and hereby waive the requirements of any provision of this Agreement (including, without limitation, any *pro rata* payment or amendment section) or any other Credit Document that may otherwise prohibit or restrict any such refinancing or any other transaction contemplated by this Section 2.15.

(c) In the event that the Administrative Agent determines, and the Borrower agrees (acting reasonably), that the allocation of Extended Term B Loans of a given Extension Series, Extended Term C Loans of a given Extension Series or the Extended Revolving Commitments of a given Extension Series, in each case to a given Lender was incorrectly determined as a result of manifest administrative error in the receipt and processing of an Extension Election timely submitted by such Lender in accordance with the procedures set forth in the applicable Extension Amendment, then the Administrative Agent, the Borrower and such affected Lender may (and hereby are authorized to), in their sole discretion and without the consent of any other Lender, enter into an amendment to this Agreement and the other Credit Documents (each, a "**Corrective Extension Amendment**") within 15 days following the effective date of such Extension Amendment, as the case may be, which Corrective Extension Amendment shall (i) provide for the conversion and extension of the applicable Term B Loans, the applicable Term C Loans or Existing Revolving Commitments (and related Revolving Credit Exposure), as the case may be, in such amount as is required to cause such Lender to hold Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments (and related Revolving Credit Exposure) of the applicable Extension Series into which such other Term B Loans, Term C Loans or Revolving

Commitments or Additional Revolving Commitments, as the case may be, were initially converted, as the case may be, in the amount such Lender would have held had such administrative error not occurred and had such Lender received the minimum allocation of the applicable Loans or Commitments to which it was entitled under the terms of such Extension Amendment, in the absence of such error, (ii) be subject to the satisfaction of such conditions as the Administrative Agent, the Borrower and such Lender may agree (including conditions of the type required to be satisfied for the effectiveness of an Extension Amendment described in Section 2.15(a)), and (iii) effect such other amendments of the type (with appropriate reference and nomenclature changes) described in Section 2.15(a) to the extent reasonably necessary to effectuate the purposes of this Section 2.15(c).

2.16. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) (i) No Defaulting Lender shall be entitled to receive any fee payable under Section 4 or any interest at the Default Rate payable under Section 2.8(c) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee or interest that otherwise would have been required to have been paid to that Defaulting Lender).

(ii) Each Defaulting Lender shall be entitled to receive Revolving L/C Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its applicable Revolving Commitment Percentage of the Stated Amount of Letters of Credit for which it has provided cash collateral satisfactory to the applicable Revolving L/C Issuer.

(iii) With respect to any Revolving L/C Fee not required to be paid to any Defaulting Lender pursuant to clause (i) or (ii) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations that has been reallocated to such Non-Defaulting Lender pursuant to clause (b) below, (y) pay to the Revolving L/C Issuer the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Revolving L/C Issuer's Revolving Credit Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(b) If any Revolving L/C Exposure exists at the time a Lender becomes a Defaulting Lender, then (i) all or any part of such Revolving L/C Exposure of such Defaulting Lender will, subject to the limitation in the first proviso below, automatically be reallocated (effective on the day such Lender becomes a Defaulting Lender) among the Non-Defaulting Lenders pro rata in accordance with their respective Revolving Commitment Percentage; provided that (A) each Non-Defaulting Lender's Revolving L/C Exposure may not in any event exceed the Revolving Commitment of such Non-Defaulting Lender as in effect at the time of such reallocation and (B) subject to Section 13.22, neither such reallocation nor any payment by a Non-Defaulting Lender pursuant thereto will constitute a waiver or release of any claim the Borrower, the Administrative Agent, the Revolving L/C Issuers, or any other Lender may have against such Defaulting Lender or cause such Defaulting Lender to be a Non-Defaulting Lender, (ii) to the extent that all or any portion of the Defaulting Lender's Revolving L/C Exposure cannot, or can only partially, be so reallocated to Non-Defaulting Lenders, whether by reason of the first proviso in Section 2.16(b)(i) above or otherwise, the Borrower shall within two Business Days following written notice by the Administrative Agent Cash Collateralize such Defaulting Lender's Revolving L/C Exposure (after giving effect to any partial reallocation pursuant to clause (i) above), in accordance with the

procedures set forth in Section 3.8 for so long as such Revolving L/C Exposure is outstanding, (iii) if the Borrower Cash Collateralizes any portion of such Defaulting Lender's Revolving L/C Exposure pursuant to the requirements of this Section 2.16(b)(i), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 4.1(c) with respect to such Defaulting Lender's Revolving L/C Exposure during the period such Defaulting Lender's Revolving L/C Exposure is Cash Collateralized, (iv) if the Revolving L/C Exposure of the Non-Defaulting Lenders is reallocated pursuant to the requirements of this Section 2.16(b), then the fees payable to the Lenders pursuant to Section 4.1(c) shall be adjusted in accordance with such Non-Defaulting Lenders' Revolving Commitment Percentages and the Borrower shall not be required to pay any fees to the Defaulting Lender pursuant to Section 4.1(c) with respect to such Defaulting Lender's Revolving L/C Exposure during the period that such Defaulting Lender's Revolving L/C Exposure is reallocated, or (v) if any Defaulting Lender's Revolving L/C Exposure is neither Cash Collateralized nor reallocated pursuant to the requirements of this Section 2.16(b), then, without prejudice to any rights or remedies of the applicable Revolving L/C Issuer or any Lender hereunder, all fees payable under Section 4.1(c) with respect to such Defaulting Lender's Revolving L/C Exposure shall be payable to the applicable Revolving L/C Issuer until such Revolving L/C Exposure is Cash Collateralized and/or reallocated.

(c) No Revolving L/C Issuer will be required to issue any new Revolving Letter of Credit or to amend any outstanding Revolving Letter of Credit to increase the available balance thereof or extend the expiry date thereof, unless the applicable Revolving L/C Issuer is reasonably satisfied that any exposure that would result from the exposure to such Defaulting Lender is eliminated or fully covered by the Revolving Commitments of the Non-Defaulting Lenders or by Cash Collateralization or a combination thereof in accordance with the requirements of Section 2.16(b) above or otherwise in a manner reasonably satisfactory to the applicable Revolving L/C Issuer and the Borrower.

(d) If the Borrower, the Administrative Agent and the Revolving L/C Issuers agree in writing in their discretion that a Lender that is a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon, as of the effective date specified in such notice and subject to any conditions set forth therein, such Lender will cease to be a Defaulting Lender and will be a Non-Defaulting Lender and any applicable Cash Collateral shall be promptly returned to the Borrower and any Revolving L/C Exposure of such Lender reallocated pursuant to the requirements of Section 2.16(b) shall be reallocated back to such Lender; provided that, except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

2.17. Permitted Debt Exchanges.

(a) Notwithstanding anything to the contrary contained in this Agreement, pursuant to one or more offers (each, a " **Permitted Debt Exchange Offer**") made from time to time by the Borrower to all Lenders (other than any Lender that, if requested by the Borrower, is unable to certify that it is either a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" (as defined in Rule 501 under the Securities Act)) with outstanding Term Loans under one or more Classes of Term Loans (as determined by the Borrower in its sole discretion) on the same terms, the Borrower may from time to time consummate one or more exchanges of Term Loans for Permitted Other Notes (such notes, "**Permitted Debt Exchange Notes**" and each such exchange, a "**Permitted Debt Exchange**"), so long as the following

conditions are satisfied or waived: (i) no Event of Default shall have occurred and be continuing at the time the offering document in respect of a Permitted Debt Exchange Offer is delivered to the relevant Lenders, (ii) the aggregate principal amount (calculated on the face amount thereof) of Term Loans exchanged shall equal the aggregate principal amount (calculated on the face amount thereof) of Permitted Debt Exchange Notes issued in exchange for such Term Loans, provided that the aggregate principal amount of the Permitted Debt Exchange Notes may include accrued interest, fees and premium (if any) under the Term Loans exchanged and underwriting discounts, fees, commissions and expenses (including original issue discount, upfront fees and similar items) in connection with the exchange of such Term Loans and the issuance of such Permitted Debt Exchange Notes, (iii) the aggregate principal amount (calculated on the face amount thereof) of all Term Loans exchanged under each applicable Class by the Borrower pursuant to any Permitted Debt Exchange shall automatically be cancelled and retired by the Borrower on date of the settlement thereof (and, if requested by the Administrative Agent, any applicable exchanging Lender shall execute and deliver to the Administrative Agent an Assignment and Acceptance, or such other form as may be reasonably requested by the Administrative Agent, in respect thereof pursuant to which the respective Lender assigns its interest in the Term Loans being exchanged pursuant to the Permitted Debt Exchange to the Borrower for immediate cancellation), (iv) if the aggregate principal amount of all Term Loans (calculated on the face amount thereof) of a given Class tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof of the applicable Class actually held by it) shall exceed the maximum aggregate principal amount of Term Loans of such Class offered to be exchanged by the Borrower pursuant to such Permitted Debt Exchange Offer, then the Borrower shall exchange Term Loans under the relevant Class tendered by such Lenders ratably up to such maximum based on the respective principal amounts so tendered, or if such Permitted Debt Exchange Offer shall have been made with respect to multiple Classes without specifying a maximum aggregate principal amount offered to be exchanged for each Class, and the aggregate principal amount of all Term Loans (calculated on the face amount thereof) of all Classes tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof actually held by it) shall exceed the maximum aggregate principal amount of Term Loans of all relevant Classes offered to be exchanged by the Borrower pursuant to such Permitted Debt Exchange Offer, then the Borrower shall exchange Term Loans across all Classes subject to such Permitted Debt Exchange Offer tendered by such Lenders ratably up to such maximum amount based on the respective principal amounts so tendered, (v) all documentation in respect of such Permitted Debt Exchange shall be consistent with the foregoing, and all written communications generally directed to the Lenders in connection therewith shall be in form and substance consistent with the foregoing and made in consultation with the Borrower and the Auction Agent, and (vi) any applicable Minimum Tender Condition or Maximum Tender Condition, as the case may be, shall be satisfied or waived by the Borrower.

(b) With respect to all Permitted Debt Exchanges effected by the Borrower pursuant to this Section 2.17, (i) such Permitted Debt Exchanges (and the cancellation of the exchanged Term Loans in connection therewith) shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 5.1 or 5.2, and (ii) such Permitted Debt Exchange Offer shall be made for not less than $10,000,000 (or such less amount as may be agreed to by the Administrative Agent) in aggregate principal amount of Term Loans, provided that subject to the foregoing clause (ii) the Borrower may at its election specify (A) as a condition (a "**Minimum Tender Condition**") to consummating any such Permitted Debt Exchange that a minimum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in the Borrower's sole discretion) of Term Loans of any or all applicable Classes be tendered and/or (B) as a condition

(a "**Maximum Tender Condition**") to consummating any such Permitted Debt Exchange that no more than a maximum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in the Borrower's sole discretion) of Term Loans of any or all applicable Classes will be accepted for exchange.

(c) In connection with each Permitted Debt Exchange, the Borrower and the Auction Agent shall mutually agree to such procedures as may be necessary or advisable to accomplish the purposes of this Section 2.17 and without conflict with Section 2.17(d); provided that the terms of any Permitted Debt Exchange Offer shall provide that the date by which the relevant Lenders are required to indicate their election to participate in such Permitted Debt Exchange shall be not less than a reasonable period (in the discretion of the Borrower and the Auction Agent) of time following the date on which the Permitted Debt Exchange Offer is made.

(d) The Borrower shall be responsible for compliance with, and hereby agrees to comply with, all applicable securities and other laws in connection with each Permitted Debt Exchange, it being understood and agreed that (x) none of the Auction Agent, the Administrative Agent nor any Lender assumes any responsibility in connection with the Borrower's compliance with such laws in connection with any Permitted Debt Exchange and (y) each Lender shall be solely responsible for its compliance with any applicable "insider trading" laws and regulations to which such Lender may be subject under the Securities Exchange Act of 1934, as amended.

SECTION 3. Letters of Credit.

3.1. Issuance of Letters of Credit.

(a) Revolving Letters of Credit. (i) Subject to and upon the terms and conditions herein set forth, at any time and from time to time on and after the Closing Date and prior to the applicable Revolving L/C Maturity Date, each Revolving L/C Issuer agrees, in reliance upon (among other things) the agreements of the Revolving Lenders set forth in this Section 3, to issue upon the request of the Borrower and (x) for the direct or indirect benefit of the Borrower and its direct or indirect Subsidiaries and (y) for the direct or indirect benefit of any direct or indirect parent of the Borrower or any Subsidiaries of such direct or indirect parent so long as the aggregate Stated Amount of all Letters of Credit issued for such parent and its other Subsidiaries' benefit (excluding Letters of Credit issued to support the obligations of such direct or indirect parent or its other Subsidiaries which obligations were entered into primarily to benefit the business of Borrower and its Subsidiaries) does not exceed the Available RP/Investment Capacity Amount at any time, a letter of credit or letters of credit (the "**Revolving Letters of Credit**" and each, a "**Revolving Letter of Credit**") in such form and with such Issuer Documents as may be approved by such Revolving L/C Issuer in its reasonable discretion; provided that the Borrower shall be a co-applicant, and jointly and severally liable with respect to each Revolving Letter of Credit issued for the account of such Subsidiary or such direct or indirect parent and its other Subsidiaries; provided further that Revolving Letters of Credit issued for the direct or indirect benefit of such direct or indirect parent and its other Subsidiaries other than the Borrower and its Restricted Subsidiaries shall be subject to Sections 10.5 and 10.6 hereof. Notwithstanding anything to the contrary contained herein, no Revolving L/C Issuer shall be required to issue trade Revolving Letters of Credit under this Agreement unless it agrees to do so.

(ii) Notwithstanding the foregoing, (A) no Revolving Letter of Credit shall be issued the Stated Amount of which, when added to the Revolving Letters of Credit Outstanding in respect of all Revolving Letters of Credit at such time, would exceed the Revolving L/C

Commitment then in effect; (B) no Revolving Letter of Credit shall be issued the Stated Amount of which, when added to the Revolving Letters of Credit Outstanding with respect to all Revolving Letters of Credit would cause the aggregate amount of the Revolving Credit Exposures at such time to exceed the Total Revolving Commitment then in effect; (C) no Revolving Letter of Credit shall be issued (or deemed issued) by any Revolving L/C Issuer the Stated Amount of which, when added to the Revolving Letters of Credit Outstanding with respect to such Revolving L/C Issuer, would exceed the Specified Revolving L/C Commitment of such Revolving L/C Issuer then in effect; (D) each Revolving Letter of Credit shall have an expiration date occurring no later than the earlier of (x) one year after the date of issuance thereof, unless otherwise agreed upon by the Administrative Agent and the Revolving L/C Issuer, or if issued to replace existing Revolving Letters of Credit with a maturity of longer than one year, or as provided under Section 3.2(b) and (y) the applicable Revolving L/C Maturity Date; (E) each Revolving Letter of Credit shall be denominated in Dollars; (F) no Revolving Letter of Credit shall be issued if (i) it would be illegal under any Applicable Law for the beneficiary of the Revolving Letter of Credit to have a Revolving Letter of Credit issued in its favor or (ii) the issuance of such Revolving Letter of Credit would violate any laws binding upon the applicable Revolving L/C Issuer; (G) no Revolving Letter of Credit shall be issued after the relevant Revolving L/C Issuer has received a written notice from the Borrower or the Administrative Agent or the Required Lenders stating that a Default or an Event of Default has occurred and is continuing until such time as such Revolving L/C Issuer shall have received a written notice (x) of rescission of such notice from the party or parties originally delivering such notice, (y) of the waiver of such Default or Event of Default in accordance with the provisions of Section 13.1 or (z) that such Default or Event of Default is no longer continuing; and (H) no Revolving L/C Issuer shall be obligated to issue any Revolving Letter of Credit if the expiry date of such requested Revolving Letter of Credit would occur after the Revolving Credit Maturity Date, unless all Revolving Lenders have approved such expiry date or unless the Revolving Lenders cease to hold a participation in, and to be obligated in any manner to reimburse or otherwise indemnify the relevant Revolving L/C Issuer for any amounts drawn under, such Revolving Letter of Credit after the Revolving Credit Maturity Date, except in the circumstances contemplated by Section 4.3(a).

(b) Term Letters of Credit. (i) Subject to and upon the terms and conditions herein set forth, at any time and from time to time on and after the Closing Date and prior to the Term L/C Termination Date, each Term L/C Issuer agrees to issue upon the request of the Borrower and (x) for the direct or indirect benefit of the Borrower and its Subsidiaries and (y) for the direct or indirect benefit of any direct or indirect parent of the Borrower and its other Subsidiaries so long as the aggregate Stated Amount of all Letters of Credit issued for such parent and its other Subsidiaries' benefit (excluding Letters of Credit issued to support the obligations of the direct or indirect parent or its other Subsidiaries which obligations were entered into primarily to benefit the business of Borrower and its Subsidiaries) does not exceed the Available RP/Investment Capacity Amount at any time, a letter of credit or letters of credit (the "**Term Letters of Credit**" and each a "**Term Letter of Credit**") in such form and with such Issuer Documents as may be approved by such Term L/C Issuer in its reasonable discretion; provided that the Borrower shall be a co-applicant, and be jointly and severally liable, with respect to each Term Letter of Credit issued for the account of such Subsidiary or the direct or indirect parent and its other Subsidiaries; provided, further, that Term Letters of Credit issued for the direct or indirect benefit of such direct or indirect parent and its other Subsidiaries other than the Borrower and the Restricted Subsidiaries shall be subject to Sections 10.5 and 10.6. Notwithstanding anything to the contrary contained herein, no Term L/C Issuer shall be required to issue trade Term Letters of Credit under this Agreement unless it agrees to do so.

(ii) Notwithstanding the foregoing, (A) no Term Letter of Credit shall be issued, the Stated Amount of which, when added to the Term Letters of Credit Outstanding in respect of all Term Letters of Credit at such time, would exceed the lesser of (x) the Term L/C Commitment then in effect and (y) the Term C Collateral Account Balance, (B) no Term Letter of Credit shall be issued (or deemed issued) by any Term L/C Issuer the Stated Amount of which, when added to the Term Letters of Credit Outstanding with respect to such Term L/C Issuer, would exceed the Specified Term L/C Commitment of such Term L/C Issuer then in effect, (C) no Term Letter of Credit shall be issued (or deemed issued) by any Term L/C Issuer the Stated Amount of which, when added to the Term Letters of Credit Outstanding with respect to such Term L/C Issuer, would exceed the Term C Collateral Account Balance of such Term L/C Issuer, (D) each Term Letter of Credit shall have an expiration date occurring no later than the earlier of (x) one year after the date of issuance thereof, unless otherwise agreed upon by the Administrative Agent and the Term L/C Issuer or as provided under Section 3.2(b) and (y) the Term L/C Termination Date, (E) each Term Letter of Credit shall be denominated in Dollars, (F) no Term Letter of Credit shall be issued if (i) it would be illegal under any Applicable Law for the beneficiary of the Term Letter of Credit to have a Term Letter of Credit issued in its favor or (ii) the issuance of such Term Letter of Credit would violate any laws binding upon the applicable Term L/C Issuer, and (G) no Term Letter of Credit shall be issued after the Term L/C Issuer has received a written notice from the Borrower, the Administrative Agent or the Required Lenders stating that a Default or an Event of Default has occurred and is continuing until such time as the Term L/C Issuer shall have received a written notice (x) of rescission of such notice from the party or parties originally delivering such notice, (y) of the waiver of such Default or Event of Default in accordance with the provisions of Section 13.1 or (z) that such Default or Event of Default is no longer continuing; provided, however, that the Stated Amount of any Term Letter of Credit with respect to which another Term Letter of Credit is to be (or has been) issued to replace such Term Letter of Credit shall be excluded in calculating the Term Letters of Credit Outstanding in connection with any determination of compliance with clause (A)(x) above, so long as (and only so long as) the Term L/C Cash Coverage Requirement (determined without regard to the proviso following the definition thereof) shall, at all times prior to the termination and cancellation of the Term Letter of Credit that is being (or has been) replaced (as notified to the Administrative Agent and the Borrower by the Term L/C Issuer thereof), be satisfied (including with respect to the Term Letter of Credit that is being (or has been) replaced and the related replacement Term Letter of Credit).

3.2. Letter of Credit Requests.

(a) Whenever the Borrower desires that a Revolving Letter of Credit or Term Letter of Credit be issued, the Borrower shall give the Administrative Agent and the applicable L/C Issuer a Letter of Credit Request by no later than 1:00 p.m. at least three (or such shorter time as may be agreed upon by the Administrative Agent and such L/C Issuer) Business Days prior to the proposed date of issuance. Each notice shall be executed by the Borrower, shall specify whether such letter of credit is to be a Revolving Letter of Credit or Term Letter of Credit and shall be in the form of Exhibit G, or such other form (including by electronic or fax transmission) as agreed between the Borrower, the Administrative Agent and the applicable L/C Issuer (each a "**Letter of Credit Request**").

(b) If the Borrower so requests in any applicable Letter of Credit Request, any L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "**Auto-Extension Letter of Credit**"); provided that any such Auto-Extension Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by

giving prior notice to the beneficiary thereof not later than a day (the " **Non-Extension Notice Date**") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by a L/C Issuer, the Borrower shall not be required to make a specific request to such L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Borrower and, in the case of Revolving Letters of Credit, the Revolving Lenders, and in the case of Term Letters of Credit, the Lenders shall be deemed to have authorized (but may not require) such L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than, in the case of any Revolving Letter of Credit, the applicable Revolving L/C Maturity Date, and in the case of any Term Letter of Credit, the Term L/C Termination Date; provided, however, that such L/C Issuer shall not permit any such extension if (A) such L/C Issuer has determined that it would not be permitted at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) of either Sections 3.1(a) or (b), as applicable, or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Non-Extension Notice Date from the Administrative Agent or the Borrower that one or more of the applicable conditions specified in Section 7 are not then satisfied (or waived), and in each such case directing such L/C Issuer not to permit such extension.

(c) Each L/C Issuer shall, at least once each month, provide the Administrative Agent a list of all Letters of Credit (including any Existing Letter of Credit) issued by it that are outstanding at such time and specifying whether such Letters of Credit are Revolving Letters of Credit or Term Letters of Credit; provided that (i) upon written request from the Administrative Agent, such L/C Issuer shall thereafter notify the Administrative Agent in writing on each Business Day of all Letters of Credit issued on the prior Business Day by such L/C Issuer and specifying whether such Letters of Credit are Revolving Letters of Credit or Term Letters of Credit and (ii) the failure of a L/C Issuer to provide such list (A) shall not result in any liability of such L/C Issuer to any Person and (B) shall not impair or otherwise affect the liability or obligation of any Credit Party in respect of any Letter of Credit.

(d) The making of each Letter of Credit Request shall be deemed to be a representation and warranty by the Borrower that the Letter of Credit may be issued in accordance with, and will not violate the requirements of, Section 3.1(a)(ii) or Section 3.1(b)(ii), as applicable.

3.3. Revolving Letter of Credit Participations.

(a) Immediately upon the issuance by the Revolving L/C Issuer of any Revolving Letter of Credit, the Revolving L/C Issuer shall be deemed to have sold and transferred to each Revolving Lender (each such Revolving Lender, in its capacity under this Section 3.3, a "**Revolving L/C Participant**"), and each such Revolving L/C Participant shall be deemed irrevocably and unconditionally to have purchased and received from the Revolving L/C Issuer, without recourse or warranty, an undivided interest and participation, in each Revolving Letter of Credit, each substitute therefor, each drawing made thereunder and the obligations of the Borrower under this Agreement with respect thereto (each, a "**Revolving L/C Participation**") pro rata based on such Revolving L/C Participant's Revolving Commitment Percentage (determined without regard to the Class of Revolving Commitments held by such Lender), and any security therefor or guaranty pertaining thereto.

(b) In determining whether to pay under any Revolving Letter of Credit, the Revolving L/C Issuer shall have no obligation relative to the Revolving L/C Participants other than to confirm that (i) any documents required to be delivered under such Revolving Letter of Credit

have been delivered, (ii) the Revolving L/C Issuer has examined the documents with reasonable care and (iii) the documents appear to comply on their face with the requirements of such Revolving Letter of Credit. Any action taken or omitted to be taken by the Revolving L/C Issuer under or in connection with any Revolving Letter of Credit issued by it, if taken or omitted in the absence of gross negligence, bad faith, willful misconduct or a material breach by the Revolving L/C Issuer of any Credit Document, shall not create for the Revolving L/C Issuer any resulting liability.

(c) Whenever the Revolving L/C Issuer receives a payment in respect of an unpaid reimbursement obligation as to which the Administrative Agent has received for the account of the Revolving L/C Issuer any payments from the Revolving L/C Participants, the Revolving L/C Issuer shall pay to the Administrative Agent and the Administrative Agent shall promptly pay to each Revolving L/C Participant that has paid its Revolving Commitment Percentage (determined without regard to the Class of Revolving Commitments held by such Lender) of such reimbursement obligation, in Dollars and in immediately available funds, an amount equal to such Revolving L/C Participant's share (based upon the proportionate aggregate amount originally funded by such Revolving L/C Participant to the aggregate amount funded by all Revolving L/C Participants) of the principal amount so paid in respect of such reimbursement obligation and interest thereon accruing after the purchase of the respective Revolving L/C Participations at the Overnight Rate. For the avoidance of doubt, all distributions under this Section 3.3(c) shall be made to each Lender with a Revolving Commitment pro rata based on each such Lender's Revolving Commitment Percentage without regard to the Class of Revolving Commitments held by such Lender.

(d) The obligations of the Revolving L/C Participants to make payments to the Administrative Agent for the account of the Revolving L/C Issuer with respect to Revolving Letters of Credit shall be irrevocable and not subject to counterclaim, set-off or other defense or any other qualification or exception whatsoever and shall be made in accordance with the terms and conditions of this Agreement under all circumstances, including under any of the following circumstances:

(i) any lack of validity or enforceability of this Agreement or any of the other Credit Documents;

(ii) the existence of any claim, set-off, defense or other right that the Borrower may have at any time against a beneficiary named in a Revolving Letter of Credit, any transferee of any Revolving Letter of Credit (or any Person for whom any such transferee may be acting), the Administrative Agent, the Revolving L/C Issuer, any Lender or other Person, whether in connection with this Agreement, any Revolving Letter of Credit, the transactions contemplated herein or any unrelated transactions (including any underlying transaction between the Borrower and the beneficiary named in any such Revolving Letter of Credit);

(iii) any draft, certificate or any other document presented under any 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;

(iv) the surrender or impairment of any security for the performance or observance of any of the terms of any of the Credit Documents; or

(v) the occurrence of any Default or Event of Default;

provided, however, that no Revolving L/C Participant shall be obligated to pay to the Administrative Agent for the account of the Revolving L/C Issuer its Revolving Commitment Percentage of any unreimbursed amount arising from any wrongful payment made by the Revolving L/C Issuer under a Revolving Letter of Credit as a result of acts or omissions constituting gross negligence or willful misconduct by the Revolving L/C Issuer (as determined in a final non-appealable judgment of a court of competent jurisdiction).

3.4. Agreement to Repay Letter of Credit Drawings.

(a) The Borrower hereby agrees to reimburse the applicable L/C Issuer, by making payment in Dollars to the Administrative Agent in immediately available funds, for any payment or disbursement made by such L/C Issuer under any Letter of Credit (each such amount so paid until reimbursed, an "**Unpaid Drawing**") on the first Business Day following the date that such L/C Issuer provides written notice to the Borrower of such payment or disbursement (such required date for reimbursement, the "**Reimbursement Date**"), with interest on the amount so paid or disbursed by such L/C Issuer, from and including the date of such payment or disbursement to but excluding the Reimbursement Date, at the per annum rate for each day equal to the Overnight Rate; provided that, notwithstanding anything contained in this Agreement to the contrary, (i) in the case of any Unpaid Drawings under any Revolving Letters of Credit, (A) unless the Borrower shall have notified the Administrative Agent and the relevant L/C Issuer prior to 10:00 a.m. on the Reimbursement Date that the Borrower intends to reimburse the relevant L/C Issuer for the amount of such drawing with funds other than the proceeds of Revolving Loans, the Borrower shall be deemed to have given a Notice of Borrowing requesting that, with respect to Revolving Letters of Credit, the Lenders with Revolving Commitments make Revolving Loans (which shall be ABR Loans) on the Reimbursement Date in the amount of such Unpaid Drawing and (B) the Administrative Agent shall promptly notify each Revolving Lender of such drawing and the amount of its Revolving Loan to be made in respect thereof (without regard to the Minimum Borrowing Amount), and each Revolving L/C Participant shall be irrevocably obligated to make a Revolving Loan to the Borrower in the manner deemed to have been requested in the amount of its Revolving Commitment Percentage (determined without regard to the Class of Revolving Commitments held by such Lender) of the applicable Unpaid Drawing by 2:00 p.m. on such Reimbursement Date by making the amount of such Revolving Loan available to the Administrative Agent and the Administrative Agent shall use the proceeds of such Revolving Loans solely for purpose of reimbursing the relevant L/C Issuer for the related Unpaid Drawing or (ii) in the case of any Unpaid Drawing under any Term Letter of Credit, unless the Borrower shall have notified the Administrative Agent and the relevant L/C Issuer prior to 10:00 a.m. on the Reimbursement Date that the Borrower intends to reimburse the relevant L/C Issuer for the amount of such drawing with its own funds, the Administrative Agent shall (or shall instruct the Collateral Trustee to) instruct the applicable Depositary Bank to cause the amounts on deposit in the applicable Term C Collateral Account to be disbursed to the applicable Term L/C Issuer for application to repay in full the amount of such Unpaid Drawing. For the avoidance of doubt, all Borrowings of Revolving Loans under this Section 3.4(a) shall be made by each Lender with a Revolving Commitment pro rata based on each such Lender's Revolving Commitment Percentage (determined without regard to Class of Revolving Commitments held by such Lender).

In the event that the Borrower fails to Cash Collateralize any Revolving Letter of Credit that is outstanding on the applicable Revolving L/C Maturity Date, the full amount of the Revolving Letters of Credit Outstanding in respect of such Revolving Letter of Credit shall be deemed to be an Unpaid Drawing subject to the provisions of this Section 3.4 except that the Revolving L/C Issuer shall hold the proceeds received from the Lenders as contemplated above as cash collateral for such Revolving Letter of Credit to reimburse any Drawing under such Revolving Letter of

Credit and shall use such proceeds first, to reimburse itself for any Drawings made in respect of such Revolving Letter of Credit following the applicable Revolving L/C Maturity Date, second, to the extent such Revolving Letter of Credit expires or is returned undrawn while any such cash collateral remains, to the repayment of obligations in respect of any Revolving Loans that have not been paid at such time and third, to the Borrower or as otherwise directed by a court of competent jurisdiction.

(b) The obligations of the Borrower under this Section 3.4 to reimburse the L/C Issuers with respect to Unpaid Drawings (including, in each case, interest thereon) shall be absolute and unconditional under any and all circumstances and irrespective of any set-off, counterclaim or defense to payment that the Borrower or any other Person may have or have had against any L/C Issuer, the Administrative Agent or any Lender (including in its capacity as a Revolving L/C Participant), including any defense based upon the failure of any drawing under a Letter of Credit (each a "**Drawing**") to conform to the terms of the Letter of Credit or any non-application or misapplication by the beneficiary of the proceeds of such Drawing; provided that the Borrower shall not be obligated to reimburse any L/C Issuer for any wrongful payment made by such L/C Issuer under the Letter of Credit issued by it as a result of acts or omissions constituting gross negligence, bad faith, willful misconduct or a material breach by such L/C Issuer (or any of its Related Parties) of any Credit Document, in each case, as determined in a final non-appealable judgement of a court of competent jurisdiction.

3.5. Increased Costs. If after the Closing Date, the adoption of any Applicable Law, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or actual compliance by a L/C Issuer or any Revolving L/C Participant with any request or directive made or adopted after the Closing Date (whether or not having the force of law), by any such authority, central bank or comparable agency shall either (a) impose, modify or make applicable any reserve, deposit, compulsory loan, insurance charge, capital adequacy, liquidity or similar requirement against letters of credit issued by any L/C Issuer, or any Revolving L/C Participant's Revolving L/C Participation therein, or (b) impose on any L/C Issuer or any Revolving L/C Participant any other conditions or liabilities affecting its obligations under this Agreement in respect of Letters of Credit or Revolving L/C Participations therein or any Letter of Credit or such Revolving L/C Participant's Revolving L/C Participation therein, and the result of any of the foregoing is to increase the cost to such L/C Issuer or such Revolving L/C Participant of issuing, maintaining or participating in any Letter of Credit, or to reduce the amount of any sum received or receivable by such L/C Issuer or such Revolving L/C Participant hereunder (other than any such increase or reduction attributable to (i) Indemnified Taxes and Taxes indemnifiable under Section 5.4, (ii) Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise or branch profits Taxes imposed on any L/C Issuer or such Revolving L/C Participant or (iii) Taxes included under clauses (b) through (d) of the definition of "**Excluded Taxes**") in respect of Letters of Credit or Revolving L/C Participations therein, then, promptly after receipt of written demand to the Borrower by such L/C Issuer or such Revolving L/C Participant, as the case may be (a copy of which notice shall be sent by such L/C Issuer or such Revolving L/C Participant to the Administrative Agent), the Borrower shall pay to such L/C Issuer or such Revolving L/C Participant such additional amount or amounts as will compensate such L/C Issuer or such Revolving L/C Participant for such increased cost or reduction, it being understood and agreed, however, that any L/C Issuer or a Revolving L/C Participant shall not be entitled to such compensation as a result of such Person's compliance with, or pursuant to any request or directive to comply with, any such Applicable Law as in effect on the Closing Date. A certificate submitted to the Borrower by the relevant L/C Issuer or a Revolving L/C Participant, as the case may be (a copy of which certificate shall be sent by such L/C Issuer or such Revolving L/C Participant to the Administrative Agent), setting forth in reasonable detail the basis for the determination of such additional

amount or amounts necessary to compensate such L/C Issuer or such Revolving L/C Participant as aforesaid shall be conclusive and binding on the Borrower absent clearly demonstrable error. Notwithstanding the foregoing, no L/C Issuer or Revolving L/C Participant shall demand compensation pursuant to this Section 3.5 if it shall not at the time be the general policy or practice of such Lender to demand such compensation in substantially the same manner as applied to other similarly situated borrowers under comparable syndicated credit facilities.

3.6. New or Successor L/C Issuer.

(a) Subject to the appointment and acceptance of a successor L/C Issuer as provided in this paragraph (which is subject to the consent of the Borrower (such consent not to be unreasonably withheld or delayed)), any L/C Issuer may resign as a L/C Issuer upon 30 days' prior written notice to the Administrative Agent, the Lenders and the Borrower. The Borrower may add Revolving L/C Issuers and/or Term L/C Issuers at any time upon notice to the Administrative Agent. If a L/C Issuer shall resign or be replaced, or if the Borrower shall decide to add a new L/C Issuer under this Agreement, then the Borrower may appoint from among the Lenders a successor issuer of Letters of Credit under the applicable Credit Facility or a new L/C Issuer under the applicable Credit Facility, as the case may be, or, with the consent of the Administrative Agent (such consent not to be unreasonably withheld, denied, conditioned or delayed), another successor or new issuer of Letters of Credit under the applicable Credit Facility, whereupon such successor issuer shall succeed to the rights, powers and duties of the replaced or resigning L/C Issuer under this Agreement and the other Credit Documents, or such new issuer of Letters of Credit shall be granted the rights, powers and duties of a Revolving L/C Issuer or Term L/C Issuer, as applicable, hereunder, and the term "Revolving L/C Issuer" or "Term L/C Issuer", as applicable, shall mean such successor or include such new issuer of Letters of Credit under the applicable Credit Facility effective upon such appointment. At the time such resignation or replacement shall become effective, the Borrower shall pay to the resigning or replaced L/C Issuer all accrued and unpaid fees owing to such L/C Issuer pursuant to Section 4.1(d). The acceptance of any appointment as a L/C Issuer hereunder whether as a successor issuer or new issuer of Letters of Credit in accordance with this Agreement, shall be evidenced by an agreement entered into by such new or successor issuer of Letters of Credit, in a form satisfactory to the Borrower and the Administrative Agent and, from and after the effective date of such agreement, such new or successor issuer of Letters of Credit shall become a "Revolving L/C Issuer" or "Term L/C Issuer", as applicable, hereunder. After the resignation or replacement of a L/C Issuer hereunder, the resigning or replaced L/C Issuer shall remain a party hereto and shall continue to have all the rights and obligations of a L/C Issuer under this Agreement and the other Credit Documents with respect to Letters of Credit issued by it prior to such resignation or replacement, but shall not be required to issue additional Letters of Credit. In connection with any resignation or replacement pursuant to this clause (a) (but, in case of any such resignation, only to the extent that a successor issuer of Letters of Credit shall have been appointed), either (i) the Borrower, the resigning or replaced L/C Issuer and the successor issuer of Letters of Credit shall arrange to have any outstanding Letters of Credit issued by the resigning or replaced L/C Issuer replaced with Letters of Credit issued by the successor issuer of Letters of Credit or (ii) in the case of Revolving Letters of Credit, the Borrower shall cause the successor issuer of Revolving Letters of Credit, if such successor issuer is reasonably satisfactory to the replaced or resigning Revolving L/C Issuer, to issue "back-stop" Revolving Letters of Credit naming the resigning or replaced Revolving L/C Issuer as beneficiary for each outstanding Revolving Letter of Credit issued by the resigning or replaced Revolving L/C Issuer, which new Revolving Letters of Credit shall have an amount equal to the Revolving Letters of Credit being back-stopped. After any resigning or replaced L/C Issuer's resignation or replacement as L/C Issuer, the provisions of this Agreement relating to a L/C Issuer shall inure to its benefit as to any

actions taken or omitted to be taken by it (A) while it was a L/C Issuer under this Agreement or (B) at any time with respect to Letters of Credit issued by such L/C Issuer.

(b) To the extent that there are, at the time of any resignation or replacement as set forth in clause (a) above, any outstanding Letters of Credit, nothing herein shall be deemed to impact or impair any rights and obligations of any of the parties hereto with respect to such outstanding Letters of Credit (including, without limitation, any obligations related to the payment of Fees or the reimbursement or funding of amounts drawn), except that the Borrower, the resigning or replaced L/C Issuer and the successor issuer of Letters of Credit shall have the obligations regarding outstanding Letters of Credit described in clause (a) above.

3.7. Role of L/C Issuer. Each Lender and the Borrower agree that, in paying any Drawing under a Letter of Credit, the relevant L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuers, the Administrative Agent, any of their respective affiliates nor any correspondent, participant or assignee of any L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Required Lenders; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuers, the Administrative Agent, any of their respective affiliates nor any correspondent, participant or assignee of any L/C Issuer shall be liable or responsible for any of the matters described in Section 3.3(d); provided that anything in such Section to the contrary notwithstanding, the Borrower may have a claim against a L/C Issuer, and such L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by such L/C Issuer's willful misconduct, gross negligence, bad faith or a material breach by such L/C Issuer of any Credit Document (as determined in a final non-appealable judgment of a court of competent jurisdiction) or such L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of documents strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, each L/C Issuer 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 no L/C Issuer shall be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

3.8. Cash Collateral.

(a) Upon the written request of the Required Revolving Lenders if, as of the applicable Revolving L/C Maturity Date, (i) there are any applicable Revolving Letters of Credit Outstanding or (ii) the provisions of Section 2.16(b)(ii) are in effect, the Borrower shall promptly Cash Collateralize the applicable Revolving Letters of Credit Outstanding (determined in the case of Cash Collateral provided pursuant to clause (ii) above, after giving effect to Section 2.16(b)(i)).

(b) If any Event of Default shall occur and be continuing, the Required Revolving Lenders may require that the Revolving L/C Obligations be Cash Collateralized.

(c) For purposes of this Agreement, "**Cash Collateralize**" means to (i) in all cases, to the extent reasonably acceptable to the applicable Revolving L/C Issuer, to issue "back-stop" Revolving Letters of Credit naming the relevant Revolving L/C Issuer as beneficiary for each outstanding Revolving Letter of Credit issued by the relevant Revolving L/C Issuer, which new Revolving Letters of Credit shall have an amount equal to the Revolving Letters of Credit being back-stopped and/or (ii) pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Revolving L/C Issuers as collateral for the Revolving L/C Obligations, cash or deposit account balances (such items in clauses (i) and (ii), **"Cash Collateral"**) in an amount equal to 100% of the amount of the Revolving Letters of Credit Outstanding required to be Cash Collateralized pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent, the Borrower and the Revolving L/C Issuers (which documents are hereby consented to by the Revolving Lenders). Derivatives of such terms have corresponding meanings. The Borrower hereby grants to the Collateral Agent, for the benefit of the Revolving L/C Issuers, a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the documentation in form and substance reasonably satisfactory to the Collateral Agent and the Revolving L/C Issuers (which documents are hereby consented to by the Revolving Lenders). Such cash collateral shall be maintained in blocked, non-bearing trust accounts established by and in the name of the Collateral Agent (with any income accruing for the benefit of the Borrower).

3.9. Term C Collateral Account. On the Closing Date, the Borrower established Term C Collateral Accounts with each of the Bank of Montreal, Goldman Sachs Bank USA, the Royal Bank of Canada and MUFG Bank, Ltd. for the benefit of each Term L/C Issuer for the purpose of cash collateralizing the Borrower's obligations (including Term L/C Obligations) to each such Term L/C Issuer in respect of the Term Letters of Credit issued or to be issued by each such Term L/C Issuer. On the Closing Date, the proceeds of the Term C Loans, together with other funds (if any) provided by the Borrower, were deposited into each such Term C Collateral Account such that the Term C Collateral Account Balance of each Term C Collateral Account established for the benefit of each Term L/C Issuer equaled at least the Term Letters of Credit Outstanding of each such Term L/C Issuer. After the Closing Date, the Borrower may establish additional Term C Collateral Accounts for the benefit of any additional Term L/C Issuer for the purpose of cash collateralizing the Borrower's obligations to such Term L/C Issuer in respect of the Term Letters of Credit issued or to be issued by such Term L/C Issuer, and may transfer all or any portion of the funds in any Term C Collateral Account to any other Term C Collateral Account, subject to the satisfaction (or waiver) of the conditions set forth in this Section 3.9 (and each Term L/C Issuer and the Collateral Agent (acting at the direction of the Administrative Agent) agrees to (or shall instruct the Collateral Trustee to) instruct the applicable Depositary Bank to transfer such funds at the discretion of the Borrower within one Business Day after the Borrower has provided notice to make such transfer); provided that each Term L/C Issuer may require that the Depositary Bank for the Term C Collateral Account corresponding to its Term L/C Obligations is such Term L/C Issuer or an Affiliate thereof. The Borrower agrees that at all times, and shall immediately cause additional funds to be deposited and held in the Term C Collateral Accounts from time to time in order that (A) the Term C Collateral Account Balance for all Term C Collateral Accounts shall at least equal the Term Letters of Credit Outstanding with respect to all Term Letters of Credit and (B) the Term C Collateral Account Balance of each Term C Collateral Account established for the benefit of a Term L/C Issuer shall equal at least the Term Letters of Credit Outstanding of such Term L/C Issuer (the "**Term L/C Cash Coverage Requirement**"); provided that in the case of clause (B), such requirement shall be deemed to have been met at such time if the Borrower shall have instructed that funds held in one Term C Collateral Account be transferred to the Term C Collateral Account established for the benefit of another Term L/C Issuer so long as after giving effect to such transfer, the Term L/C Cash Coverage Requirement shall have been met. The Borrower hereby grants to the Collateral Agent, for the benefit of all Term L/C Issuers, a security interest in the Term C Collateral Accounts and all cash and balances therein and all proceeds of

the foregoing, as security for the Term L/C Obligations (including the Term L/C Reimbursement Obligations) (and, in addition, grants a security interest therein, for the benefit of the Secured Parties as collateral security for the other First Lien Obligations; provided that amounts on deposit in any Term C Collateral Account shall be applied, first, to repay the corresponding Term L/C Obligations (including Term L/C Reimbursement Obligations) owing to the applicable Term L/C Issuer, second, to repay the Term L/C Obligations in respect of all other Term Letters of Credit and, then, to repay all other First Lien Obligations as provided in Section 11.13). Except as expressly provided herein or in any other Credit Document, no Person shall have the right to make any withdrawal from any Term C Collateral Account or to exercise any right or power with respect thereto; provided that at any time the Borrower shall fail to reimburse any Term L/C Issuer for any Unpaid Drawing in accordance with Section 3.4(a), the Borrower hereby absolutely, unconditionally and irrevocably agrees that the Collateral Agent (acting at the direction of the Administrative Agent) shall be entitled to instruct (and shall be entitled to instruct the Collateral Trustee to instruct) the applicable depositary bank (each, a "**Depositary Bank**") of the applicable Term C Collateral Account to withdraw therefrom and pay to such Term L/C Issuer amounts equal to such Unpaid Drawings. Amounts in any Term C Collateral Account shall be invested by the applicable Depositary Bank in Term L/C Permitted Investments (and as reasonably agreed by the applicable Depositary Bank under the applicable depositary agreement) in the manner instructed by the Borrower (and agreed to by such Depositary Bank) (and returns shall accrue for the benefit of the Borrower); provided, however, that the applicable Depositary Bank shall determine such investments in Term L/C Permitted Investments during the existence of any Event of Default as long as made in Term L/C Permitted Investments, it being understood and agreed that neither the Borrower nor the applicable Depositary Bank nor any other Person may direct the investment of funds in any Term C Collateral Account in any assets other than Term L/C Permitted Investments. The Borrower shall bear the risk of loss of principal with respect to any investment in any Term C Collateral Account. So long as no Event of Default shall have occurred and be continuing and subject to the satisfaction of the Term L/C Cash Coverage Requirement for each Term L/C Issuer after giving effect to any such release, upon at least three Business Days' prior written notice to the Collateral Agent and the Administrative Agent, the Borrower may, at any time and from time to time, request release of and payment to the Borrower of (and the Collateral Agent hereby agrees (at the direction of the Administrative Agent) to instruct (or to instruct the Collateral Trustee to instruct) the applicable Depositary Bank to release and pay to the Borrower) any amounts on deposit in the Term C Collateral Accounts (as reduced by the aggregate amounts, if any, withdrawn by the Term L/C Issuers and not subsequently deposited by the Borrower) in excess of the Term L/C Commitment at such time (provided that the Collateral Agent shall have received prior confirmation of the amount of such excess from the Administrative Agent). In addition, the Collateral Agent hereby agrees (at the direction of the Administrative Agent) to instruct (or to instruct the Collateral Trustee to instruct) the Depositary Bank to release and pay to the Borrower amounts (if any) remaining on deposit in the Term C Collateral Accounts after the termination or cancellation of all Term Letters of Credit, the termination of the Term L/C Commitment and the repayment in full of all outstanding Term C Loans and Term L/C Obligations.

3.10. Certain Letters of Credit. Subject to the terms and conditions hereof, each Existing Letter of Credit that is outstanding on the Closing Date, listed on Schedule 1.1(b) shall, effective as of the Closing Date and without any further action by the Borrower, be continued (and deemed issued) as a Revolving Letter of Credit or Term Letter of Credit, as indicated on Schedule 1.1(b) hereto, hereunder and from and after the Closing Date shall be deemed a Revolving Letter of Credit or Term Letter of Credit, as applicable, for all purposes hereof and shall be subject to and governed by the terms and conditions hereof.

3.11. Applicability of ISP and UCP. Unless otherwise expressly agreed by the relevant L/C Issuer and the Borrower when a Letter of Credit is issued, (i) the rules of the ISP shall

be stated therein to apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance, shall be stated therein to apply to each commercial letter of credit, and in each case to the extent not inconsistent with the above referred rules, the laws of the State of New York shall be stated therein to apply to each Letter of Credit.

3.12. Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control and any security granted pursuant to any Issuer Document shall be void.

3.13. Letters of Credit Issued for Others. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, the Borrower's Subsidiaries or the direct or indirect parent of Borrower or its other Subsidiaries, the Borrower shall be obligated to reimburse the relevant L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of its Subsidiaries or the direct or indirect parent of the Borrower or its other Subsidiaries, inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of its Subsidiaries or its direct or indirect parent and its other Subsidiaries.

3.14. Letter of Credit Conversion. (i) The Borrower may convert Term Letters of Credit to Revolving Letters of Credit upon 1 Business Day's prior written notice to the Administrative Agent and the applicable Term L/C Issuer as to which such converted Term Letters of Credit relate so long as after giving effect to any such conversion, (A) the Revolving Letters of Credit Outstanding in respect of all Revolving Letters of Credit at such time, does not exceed the Revolving L/C Commitment then in effect; (B) the Revolving Letters of Credit Outstanding with respect to all Revolving Letters of Credit does not cause the aggregate amount of the Revolving Credit Exposures at such time to exceed the Total Revolving Commitment then in effect and (C) the Revolving Letters of Credit Outstanding with respect to such Revolving L/C Issuer, does not exceed the Specified Revolving L/C Commitment of such Revolving L/C Issuer then in effect and (ii) the Borrower may convert Revolving Letters of Credit to Term Letters of Credit upon 1 Business Day's prior written notice to the Administrative Agent and the applicable Revolving L/C Issuer as to which such converted Revolving Letters of Credit relate so long as after giving effect to any such conversion, (A) the Term Letters of Credit Outstanding in respect of all Term Letters of Credit at such time, does not exceed the Term L/C Commitment then in effect and (B) the Term Letters of Credit Outstanding with respect to such Term L/C Issuer, does not exceed the Specified Term L/C Commitment of such Term L/C Issuer then in effect.

SECTION 4. Fees; Commitments.

4.1. Fees.

(a) The Borrower agrees to pay to the Administrative Agent in Dollars, for the account of each Revolving Lender (in each case *pro rata* according to the respective Revolving Commitments of all such Revolving Lenders), a commitment fee (the "**Revolving Commitment Fee**") for each day from the Closing Date to, but excluding, the Revolving Credit Maturity Date. The Revolving Commitment Fee shall be earned, due and payable by the Borrower (x) quarterly in arrears on the last Business Day of each March, June, September and December (for the three-month period (or portion thereof) ended on such day for which no payment has been received) and (y) on the Revolving Credit Maturity Date (for the period ended on such date for which no payment has been received pursuant to clause (x) above). The Revolving Commitment Fee shall be computed for each day during such period at a rate *per annum* equal to the applicable Revolving

Commitment Fee Rate in effect on such day on the applicable portion of the Available Revolving Commitment in effect on such day.

(b) (i) In the event that, after the Closing Date and prior to the six month anniversary of the Closing Date, the Borrower (x) makes any prepayment or repayment of Initial Term B Loans in connection with any Repricing Transaction or (y) effects any amendment of this Agreement resulting in a Repricing Transaction, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Lenders holding Initial Term B Loans, (I) a prepayment premium of 1.00% of the principal amount of the Initial Term B Loans being prepaid in connection with such Repricing Transaction and (II) in the case of clause (y), an amount equal to 1.00% of the aggregate amount of the applicable Initial Term B Loans of non-consenting Lenders outstanding immediately prior to such amendment that are subject to an effective pricing reduction pursuant to such amendment.

(ii) In the event that, after the Closing Date and prior to the six month anniversary of the Closing Date, the Borrower (x) makes any prepayment or repayment of Initial Term C Loans in connection with any Repricing Transaction or (y) effects any amendment of this Agreement resulting in a Repricing Transaction, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Lenders holding Initial Term C Loans (I) a prepayment premium of 1.00% of the principal amount of the Initial Term C Loans being prepaid in connection with such Repricing Transaction and (II) in the case of clause (y), an amount equal to 1.00% of the aggregate amount of the applicable Initial Term C Loans of non-consenting Lenders outstanding immediately prior to such amendment that are subject to an effective pricing reduction pursuant to such amendment.

(c) The Borrower agrees to pay to the Administrative Agent in Dollars for the account of each Revolving Lender *pro rata* on the basis of their respective Revolving L/C Exposure, a fee in respect of each Revolving Letter of Credit (the "**Revolving L/C Fee**"), for the period from the date of issuance of such Revolving Letter of Credit to the termination or expiration date of such Revolving Letter of Credit computed at the *per annum* rate for each day equal to the product of (x) the Applicable Term SOFR Margin for Revolving Loans in effect on such day and (y) the average daily Stated Amount of such Revolving Letter of Credit. The Revolving L/C Fee shall be due and payable (x) quarterly in arrears on the last Business Day of each March, June, September and December and (y) on the Revolving Credit Maturity Date (for the period ended on such date for which no payment has been received pursuant to clause (x) above). If there is any change in the relevant Applicable Term SOFR Margin during any quarter, the daily maximum amount of each Revolving Letter of Credit shall be computed and multiplied by the relevant Applicable Term SOFR Margin separately for each period during such quarter that such relevant Applicable Term SOFR Margin was in effect.

(d) The Borrower agrees to pay to each L/C Issuer a fee in respect of each Letter of Credit issued by it (the "**Fronting Fee**"), for the period from the date of issuance of such Letter of Credit to the termination date of such Letter of Credit, computed at a rate per annum equal to 0.125%. Such Fronting Fees shall be earned, due and payable by the Borrower (x) quarterly in arrears on the last Business Day of each March, June, September and December and (y) in the case of Revolving Letters of Credit on the later of (A) the Revolving Credit Maturity Date and (B) the day on which the Revolving Letters of Credit Outstanding shall have been reduced to zero and (3) in the case of Term Letters of Credit, the Term C Maturity Date or, if earlier, in the case of any Term Letter of Credit, the date upon which the Term L/C Commitment terminates and the Term Letter of Credit Outstanding shall have been reduced to zero.

(e) The Borrower agrees to pay directly to the L/C Issuer upon each issuance of, drawing under, and/or amendment of, a Letter of Credit issued by it such amount as the L/C Issuer and the Borrower shall have agreed upon for issuances of, drawings under or amendments of, letters of credit issued by it.

(f) The Borrower agrees to pay directly to the Administrative Agent for its own account the administrative agent fees as separately agreed in writing.

(g) Notwithstanding the foregoing, the Borrower shall not be obligated to pay any amounts to any Defaulting Lender pursuant to this Section 4.1 (subject to Section 2.16).

4 . 2 . Voluntary Reduction of Revolving Commitments, Revolving L/C Commitments and Term L/C Commitments.

(a) Upon at least one Business Day's prior revocable written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent at the Administrative Agent's Office (which notice the Administrative Agent shall promptly transmit to each of the Revolving Lenders), the Borrower shall have the right, without premium or penalty, on any day, permanently to terminate or reduce the Revolving Commitments in whole or in part; provided that (a) any such termination or reduction of Revolving Commitments of any Class shall apply proportionately and permanently to reduce the Revolving Commitments of each of the Revolving Lenders of such Class, except that, notwithstanding the foregoing, the Borrower may allocate any termination or reduction of Revolving Commitments in its sole discretion among the Classes of Revolving Commitments as the Borrower may specify, (b) any partial reduction pursuant to this Section 4.2 shall be in the amount of at least the Minimum Borrowing Amount and (c) after giving effect to such termination or reduction and to any prepayments of the Revolving Loans or cancellation or Cash Collateralization of Revolving Letters of Credit made on the date thereof in accordance with this Agreement (including pursuant to Section 5.2(b)), the aggregate amount of the Revolving Lenders' Revolving Credit Exposures shall not exceed the Total Revolving Commitment.

(b) [Reserved].

(c) Upon at least one Business Day's prior revocable written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent and the Revolving L/C Issuers (which notice the Administrative Agent shall promptly transmit to each of the Revolving Lenders), the Borrower shall have the right, without premium or penalty, on any day, permanently to terminate or reduce the Revolving L/C Commitment in whole or in part; provided that, after giving effect to such termination or reduction, (i) the Revolving Letters of Credit Outstanding with respect to all Revolving Letters of Credit, after giving effect to Cash Collateralization of Revolving Letters of Credit, shall not exceed the Revolving L/C Commitment and (ii) the Revolving Letters of Credit Outstanding with respect to each Revolving L/C Issuer shall not exceed the Specified Revolving L/C Commitment of such Revolving L/C Issuer.

(d) Upon at least one Business Day's prior revocable written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent and the Term L/C Issuers (which notice the Administrative Agent shall promptly transmit to each of the Term C Lenders), the Borrower shall have the right, without premium or penalty (except as provided in Section 4.1(b)), on any day, permanently to terminate or reduce the Term L/C Commitment in whole or in part; provided that, immediately upon any such termination or reduction, (i) the Borrower shall prepay the Term C Loans in an aggregate principal amount equal to the aggregate amount of the Term L/C Commitment so terminated or reduced in accordance with the requirements of Sections 5.1 and

5.2(d) and (ii) the Term Letters of Credit Outstanding with respect to each Term L/C Issuer with a Specified Term L/C Commitment shall not exceed the Specified Term L/C Commitment of such Term L/C Issuer.

4.3. Mandatory Termination or Reduction of Commitments.

(a) The Revolving Commitment shall terminate at 5:00 p.m. on the Revolving Credit Maturity Date. The Specified Revolving L/C Commitment of each Revolving L/C Issuer shall terminate on the Revolving L/C Maturity Date.

(b) The Term L/C Commitment shall be reduced by the amount of any prepayment or repayment of principal of Term C Loans pursuant to Section 2.5(a), 5.1 or 5.2 and the Borrower shall be permitted to withdraw an amount up to the amount of such prepayment or repayment from the Term C Collateral Accounts to complete such prepayment or repayment; provided that after giving effect to such withdrawal, the Term L/C Cash Coverage Requirement shall be satisfied.

SECTION 5. Payments.

5.1. Voluntary Prepayments. The Borrower shall have the right to prepay Term B Loans, Term C Loans, and Revolving Loans, without premium or penalty (other than as provided in Section **4.1(b)** and amounts, if any, required to be paid pursuant to Section 2.11 with respect to prepayments of Term SOFR Loans made on any date other than the last day of the applicable Interest Period), in whole or in part, from time to time on the following terms and conditions: (a) the Borrower shall give the Administrative Agent at the Administrative Agent's Office revocable written notice (or telephonic notice promptly confirmed in writing) of its intent to make such prepayment, the amount of such prepayment and, in the case of Term SOFR Loans, the specific Borrowing(s) pursuant to which made, which notice shall be given by the Borrower no later than 1:00 p.m. (x) one Business Day prior to (in the case of ABR Loans) or (y) three U.S. Government Securities Business Days prior to (in the case of Term SOFR Loans) (and, in each case, such shorter time as the Administrative Agent may agree), (b) each partial prepayment of any Borrowing of Term B Loans, Term C Loans or Revolving Loans shall be in a multiple of $1,000,000 and in an aggregate principal amount of at least $5,000,000; provided that no partial prepayment of Term SOFR Loans made pursuant to a single Borrowing shall reduce the outstanding Term SOFR Loans made pursuant to such Borrowing to an amount less than the Minimum Borrowing Amount for Term SOFR Loans, and (c) any prepayment of Term SOFR Loans pursuant to this Section 5.1 on any day prior to the last day of an Interest Period applicable thereto shall be subject to compliance by the Borrower with the applicable provisions of Section 2.11. Each prepayment in respect of any tranche of Term B Loans and Term C Loans pursuant to this Section 5.1 shall be (a) applied to the Class or Classes of Term B Loans or Term C Loans, as applicable, in such manner as the Borrower may determine and (b) in the case of Term B Loans, applied to reduce Repayment Amounts in such order as the Borrower may determine. In the event that the Borrower does not specify the order in which to apply prepayments of Term B Loans to reduce Repayment Amounts or prepayments of Term B Loans or Term C Loans as between existing Classes of Term B Loans or Term C Loans, as applicable, the Borrower shall be deemed to have elected that (i) in the case of Term B Loans, such prepayments be applied to reduce the Repayment Amounts of the applicable Class of Term B Loans in direct order of maturity and on a pro rata basis among the applicable Class or Classes, if a Class or Classes were specified, or among all Classes of Term B Loans then outstanding, if no Class was specified and (ii) in the case of Term C Loans, such prepayments be applied on a pro rata basis among all Classes of Term C Loans then outstanding. All prepayments under this Section 5.1 shall also be subject to the provisions of Section 5.2(d) or (e), as applicable. At the Borrower's election in connection with any prepayment pursuant to this Section 5.1, such prepayment shall not be applied to any Loan of a Defaulting Lender.

5.2. Mandatory Prepayments.

(a) Loan Prepayments. (i) On each occasion that a Prepayment Event (other than a Debt Incurrence Prepayment Event or a New Debt Incurrence Prepayment Event) occurs, the Borrower shall, within ten Business Days after the receipt of Net Cash Proceeds of such Prepayment Event (or, in the case of Deferred Net Cash Proceeds, within three Business Days after the Deferred Net Cash Proceeds Payment Date), prepay (or cause to be prepaid) (subject to Section 11.13 when applicable), in accordance with clauses (c) and (d) below, Term B Loans and Term C Loans in a principal amount equal to 100% of the Net Cash Proceeds from such Prepayment Event.

(ii) On each occasion that a Debt Incurrence Prepayment Event occurs, the Borrower shall, within ten Business Days after the receipt of the Net Cash Proceeds from the occurrence of such Debt Incurrence Prepayment Event, prepay Term B Loans and Term C Loans in accordance with clauses (c) and (d) below.

(iii) On each occasion that a New Debt Incurrence Prepayment Event occurs, the Borrower shall, within five Business Days after the receipt of the Net Cash Proceeds from the occurrence of such New Debt Incurrence Prepayment Event, (A) with respect to a New Debt Incurrence Prepayment Event resulting from the incurrence of Indebtedness pursuant to Section 10.1(y)(i) at the Borrower's election as to the allocation of such Net Cash Proceeds as among any and all of the following Classes, (x) prepay any Class or Classes of Term B Loans as selected by Borrower, (y) prepay, at the Borrower's option, any Class or Classes of Revolving Loans (and permanently reduce and terminate the related Revolving Commitments in the amount of the Net Cash Proceeds allocated to the prepayment of such Class or Classes of Revolving Loans) and/or (z) prepay any Class or Classes of Term C Loans as directed by Borrower and (B) with respect to each other New Debt Incurrence Prepayment Event, prepay the applicable Class or Classes of Term B Loans, Term C Loans or Revolving Loans that are the subject of the applicable Refinanced Debt, Refinanced Term B Loans or Refinanced Term C Loans, as applicable, in each case in a principal amount equal to 100% of the Net Cash Proceeds from such New Debt Incurrence Prepayment Event.

(b) Repayment of Revolving Loans. If on any date the aggregate amount of the Revolving Lenders' Revolving Credit Exposures (collectively, the "**Aggregate Revolving Credit Outstandings**") for any reason exceeds 100% of the Total Revolving Commitment then in effect, the Borrower shall, forthwith repay within one Business Day of written notice thereof from the Administrative Agent, the principal amount of the Revolving Loans in an amount necessary to eliminate such deficiency. If, after giving effect to the prepayment of all outstanding Revolving Loans, the Aggregate Revolving Credit Outstandings exceed the Total Revolving Commitment then in effect, the Borrower shall Cash Collateralize the Revolving L/C Obligations to the extent of such excess.

(c) Application to Repayment Amounts. Each prepayment of Loans required by Section 5.2(a) (except as provided in Section 5.2(a)(iii)) shall be allocated (i) first, to the Term B Loans then outstanding (ratably to each Class of Term B Loans (or on a less than ratable basis, if agreed to by the Lenders providing such Class of Term B Loans) based on then remaining principal amounts of the respective Classes of Term B Loans then outstanding) until paid in full, (ii) second, to the Term C Loans then outstanding (ratably to each Class of Term C Loans (or on a less than ratable basis, if agreed by the Lenders providing such Class of Term C Loans) based on the remaining principal amounts of the respective Classes of Term C Loans then outstanding) until paid in full and (iii) thereafter, at the option of the Borrower, to the Revolving Credit Facility

(ratably to each Class of Revolving Commitments (or on a less than ratable basis if agreed by the Lenders providing such Class of Revolving Commitments) based on the respective Revolving Commitments of each Class) (without any permanent reduction in commitments thereof); provided that, with respect to the Net Cash Proceeds of an Asset Sale Prepayment Event, Recovery Prepayment Event or Permitted Sale Leaseback, in each case solely to the extent with respect to any Collateral, the Borrower may use a portion of such Net Cash Proceeds to prepay or repurchase Permitted Other Debt or other Indebtedness that ranks *pari passu* with the Obligations (such Indebtedness, "**Additional Debt**") (and with such prepaid or repurchased Additional Debt permanently extinguished) constituting First Lien Obligations to the extent any applicable document governing such Additional Debt requires the issuer of such Additional Debt to prepay or make an offer to purchase or prepay such Additional Debt with the proceeds of such Prepayment Event, in each case in an amount not to exceed the product of (x) the amount of such Net Cash Proceeds multiplied by (y) a fraction, the numerator of which is the outstanding principal amount of the Additional Debt constituting First Lien Obligations and with respect to which such a requirement to prepay or make an offer to purchase or prepay exists and the denominator of which is the sum of the outstanding principal amount of such Additional Debt and the outstanding principal amount of Term B Loans and Term C Loans. Each prepayment of Loans required by Section 5.2(a) shall be applied within each Class of Loans (i) ratably among the Lenders holding Loans of such Class (unless otherwise agreed by an applicable affected Lender) and (ii) to scheduled amortization payments in respect of such Loans in direct forward order of scheduled maturity thereof or as otherwise directed by the Borrower. Any prepayment of Term B Loans, Term C Loans or Revolving Loans with the Net Cash Proceeds of, or in exchange for, Permitted Other Debt, Refinancing Term B Loans, Replacement Term B Loans Refinancing Term C Loans or Replacement Term C Loans pursuant to Section 5.2(a)(iii)(B) shall be applied solely to each applicable Class or Classes of Term B Loans, Term C Loans or Revolving Loans being refinanced or replaced.

(d) Application to Term B Loans and Term C Loans . With respect to each prepayment of Term B Loans and Term C Loans elected to be made by the Borrower or required pursuant to Section 5.2(a), subject to Section 11.13 when applicable, the Borrower may designate the Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which made; provided that the Borrower pays any amounts, if any, required to be paid pursuant to Section 2.11 with respect to prepayments of Term SOFR Loans made on any date other than the last day of the applicable Interest Period. In the absence of a Rejection Notice or a designation by the Borrower as described in the preceding sentence, the Administrative Agent shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.11. Upon any prepayment of Term C Loans, the Term L/C Commitment shall be reduced by an amount equal to such prepayment as provided in Section 4.3(b) and the Borrower shall be permitted to withdraw an amount up to the amount of such prepayment from the Term C Collateral Account to complete such prepayment as, and to the extent, provided in Section 4.3(b).

(e) Application to Revolving Loans. With respect to each prepayment of Revolving Loans elected to be made by the Borrower pursuant to Section 5.1 or required by Section 5.2(a) or (b), the Borrower may designate (i) the Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which made and (ii) the Revolving Loans to be prepaid; provided that (x) each prepayment of any Loans made pursuant to a Borrowing shall be applied *pro rata* among such Loans; and (y) notwithstanding the provisions of the preceding clause (x), no prepayment made pursuant to Section 5.1 or 5.2(b) of Revolving Loans shall be applied to the Revolving Loans of any Defaulting Lender. In the absence of a designation by the Borrower as described in the

preceding sentence, the Administrative Agent shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.11. The mandatory prepayments set forth in this Section 5.2 shall not reduce the aggregate amount of Commitments and amounts prepaid may be reborrowed in accordance with the terms hereof except as provided in Section 5.2(a)(iii).

(f) Term SOFR Interest Periods. In lieu of making any payment pursuant to this Section 5.2 in respect of any Term SOFR Loan other than on the last day of the Interest Period therefor so long as no Event of Default shall have occurred and be continuing, the Borrower at its option may deposit with the Administrative Agent an amount equal to the amount of the Term SOFR Loan to be prepaid and such Term SOFR Loan shall be repaid on the last day of the Interest Period therefor in the required amount. Such deposit shall be held by the Administrative Agent in a corporate time deposit account established on terms reasonably satisfactory to the Administrative Agent, earning interest at the then customary rate for accounts of such type. Such deposit shall constitute cash collateral for the Term SOFR Loans to be so prepaid; provided that the Borrower may at any time direct that such deposit be applied to make the applicable payment required pursuant to this Section 5.2.

(g) Minimum Amount. (i) No prepayment shall be required pursuant to Section 5.2(a)(i) unless and until the amount at any time of Net Cash Proceeds from Prepayment Events required to be applied at or prior to such time pursuant to such Section and not yet applied at or prior to such time to prepay Term B Loans or Term C Loans pursuant to such Section exceeds (x) $25,000,000 for a single Prepayment Event or (y) $100,000,000 in the aggregate for all Prepayment Events in any one Fiscal Year, at which time all such Net Cash Proceeds in excess thereof shall be applied as a prepayment in accordance with this Section 5.2.

(h) Rejection Right. The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term B Loans required to be made pursuant to Section 5.2(a) (other than prepayments made in connection with any Debt Incurrence Prepayment Event or New Debt Incurrence Prepayment Event), in each case at least three Business Days prior to the date such prepayment is required to be made (or such shorter period of time as agreed to by the Administrative Agent in its reasonable discretion). Each such notice shall be revocable and specify the anticipated date of such prepayment and provide a reasonably detailed estimated calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Lender holding Term B Loans to be prepaid in accordance with such prepayment notice of the contents of the Borrower's prepayment notice and of such Lender's *pro rata* share of the prepayment. Each Lender may reject all or a portion of its *pro rata* share of any such prepayment of Term B Loans required to be made pursuant to Section 5.2(a) (other than prepayments made in connection with any Debt Incurrence Prepayment Event or New Debt Incurrence Prepayment Event) (such declined amounts, the "**Declined Proceeds**") by providing written notice (each, a "**Rejection Notice**") to the Administrative Agent and the Borrower no later than 5:00 p.m. one Business Day after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment. Each Rejection Notice shall specify the principal amount of the mandatory prepayment of Term B Loans to be rejected by such Lender. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term B Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such prepayment of Term B Loans. Any Declined Proceeds remaining thereafter shall be retained by the Borrower ("**Retained Declined Proceeds**").

(i) Foreign Net Cash Proceeds. Notwithstanding any other provisions of this Section 5.2, (i) to the extent that any or all of the Net Cash Proceeds from a Recovery Prepayment Event (a "**Foreign Recovery Event**") of, or any Disposition by, a Restricted Foreign Subsidiary giving rise to an Asset Sale Prepayment Event are prohibited or delayed by applicable local law or material agreement (so long as not created in contemplation of such prepayment) or organizational document from being repatriated to the United States (a "**Foreign Asset Sale**"), such portion of the Net Cash Proceeds so affected will not be required to be applied to repay Term B Loans or Term C Loans, as applicable, at the times provided in this Section 5.2 but may be retained by the applicable Restricted Foreign Subsidiary so long, but only so long, as the applicable local law will not permit repatriation to the United States (the Borrower hereby agreeing to promptly take commercially reasonable actions reasonably required by the applicable local law or material agreement to permit such repatriation), and once such repatriation of any of such affected Net Cash Proceeds is permitted under the applicable local law (and in any event not later than ten (10) Business Days after such repatriation is permitted to occur) applied (net of additional taxes payable or reserved against as a result thereof) apply an amount equal thereto to the repayment of the Term B Loans or Term C Loans as required pursuant to this Section 5.2 and (ii) to the extent that the Borrower has determined in good faith that repatriation of any of or all the Net Cash Proceeds of any Foreign Recovery Event, any Foreign Asset Sale would have a material adverse tax consequence resulting from the repatriation with respect to such Net Cash Proceeds, the Net Cash Proceeds so affected may be retained by the applicable Restricted Foreign Subsidiary (the Borrower hereby agreeing to promptly take commercially reasonable actions reasonably required to overcome or eliminate such material adverse tax consequence). For the avoidance of doubt, so long as an amount equal to the amount of Net Cash Proceeds required to be applied in accordance with Section 5.2(a) is applied by the Borrower, nothing in this Agreement (including this Section 5) shall be construed to require any Restricted Foreign Subsidiary to repatriate cash.

5.3. Method and Place of Payment.

(a) Except as otherwise specifically provided herein, all payments under this Agreement shall be made by the Borrower without set-off, counterclaim or deduction of any kind, to the Administrative Agent for the ratable account of the Lenders entitled thereto or the L/C Issuer entitled thereto, as the case may be, not later than 3:00 p.m., in each case, on the date when due and shall be made in immediately available funds at the Administrative Agent's Office or at such other office as the Administrative Agent shall specify for such purpose by written notice to the Borrower, it being understood that written or facsimile notice by the Borrower to the Administrative Agent to make a payment from the funds in the Borrower's account at the Administrative Agent's Office shall constitute the making of such payment to the extent of such funds held in such account. All repayments or prepayments of any Loans (whether of principal, interest or otherwise) hereunder and all other payments under each Credit Document shall be made in Dollars. The Administrative Agent will thereafter cause to be distributed on the same day (if payment was actually received by the Administrative Agent prior to 3:00 p.m. or, otherwise, on the next Business Day) like funds relating to the payment of principal or interest or fees ratably to the Lenders of each applicable Class of Loans entitled thereto.

(b) Any payments under this Agreement that are made later than 3:00 p.m. shall be deemed to have been made on the next succeeding Business Day. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall be payable during such extension at the applicable rate in effect immediately prior to such extension.

5.4. Net Payments.

(a) Any and all payments made by, on behalf of, or on an account of any obligation of, the Borrower or any Guarantor under this Agreement or any other Credit Document shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes; provided that if any applicable withholding agent shall be required by Applicable Law to deduct or withhold any Taxes from such payments, then (i) if such Tax is an Indemnified Tax, the sum payable by the Borrower or any Guarantor shall be increased as necessary so that after making all such required deductions and withholdings (including such deductions or withholdings applicable to additional sums payable under this Section 5.4), the applicable Lender (or in the case of payments made to an Agent for its own account, such Agent) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the applicable withholding agent shall make such deductions or withholdings and (iii) the applicable withholding agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority within the time allowed and in accordance with Applicable Law. Whenever any Taxes are payable by the Borrower or any Guarantor, as promptly as possible thereafter, the Borrower or Guarantor shall send to the Administrative Agent for its own account or for the account of such Lender, as the case may be, a certified copy of an original official receipt (or other evidence acceptable to the Administrative Agent, acting reasonably) received by the Borrower or such Guarantor evidencing payment thereof.

(b) The Borrower shall timely pay to the relevant Governmental Authority, or at the option of the Administrative Agent reimburse the Administrative Agent for the payment of, any Other Taxes (whether or not such Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority).

(c) The Borrower shall indemnify and hold harmless the Administrative Agent, the Collateral Agent and each Lender within fifteen Business Days after written demand therefor, for the full amount of any Indemnified Taxes imposed on the Administrative Agent, the Collateral Agent or such Lender as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower or any Guarantor hereunder or under any other Credit Document (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.4) and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth reasonable detail as to the amount of such payment or liability delivered to the Borrower by a Lender, the Administrative Agent or the Collateral Agent (as applicable) on its own behalf or on behalf of a Lender shall be conclusive absent manifest error.

(d) Any Lender that is entitled to an exemption from or reduction of withholding Tax, with respect to payments hereunder or under any other Credit Document shall, to the extent it is legally able to do so, deliver to the Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. A Lender's obligation under the prior sentence shall apply only if the Borrower or the Administrative Agent has made a request for such documentation. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent

to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in this Section 5.4(d), the completion, execution and submission of such documentation (other than such documentation set forth in Sections 5.4(e), 5.4(h) and 5.4(i) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Each Lender hereby authorizes the Administrative Agent to deliver to the Credit Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to Sections 5.4(d), 5.4(e), 5.4(h) and 5.4(i).

(e) Each Non-U.S. Lender with respect to any Loan made to the Borrower shall, to the extent it is legally eligible to do so *:*

(i) deliver to the Borrower and the Administrative Agent, prior to the date on which the first payment to the Non-U.S. Lender is due hereunder, two copies of (x) in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding Tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", United States Internal Revenue Service Form W-8BEN or W-8BEN-E (together with a certificate substantially in the form of Exhibit Q certifying that (1) such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Code, (2) such Non-U.S. Lender is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of the Borrower, (3) any interest payment received by such Non-U.S. Lender under this Agreement or any other Credit Document is not effectively connected with the non-U.S. Lender's conduct of a trade or business in the United States and (4) such Non-U.S. Lender is not a controlled foreign corporation related to the Borrower (within the meaning of Section 881(c)(3)(C) of the Code)), (y)(1) Internal Revenue Service Form W-8BEN or Form W-8BEN-E, in each case properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or reduced rate of, U.S. federal withholding Tax on payments by the Borrower or any Guarantor under an applicable income tax treaty to which the United States is a party or (2) properly completed and duly executed Internal Revenue Service Form W-8ECI, or (z) if a Non-U.S. Lender does not act or ceases to act for its own account with respect to any portion of any sums paid or payable to such Lender under any of the Credit Documents (for example, in the case of a typical participation or where Non-U.S. Lender is a pass through entity) Internal Revenue Service Form W-8IMY and all necessary attachments (including the forms described in clauses (x) and (y) above, as required), provided that if the Non-U.S. Lender is a partnership (and not a participating Lender), and one or more of the partners is claiming portfolio interest treatment, the certificate substantially in the form of Exhibit Q may be provided by such Non-U.S. Lender on behalf of such partner(s)), in each case properly completed and duly executed; and

(ii) deliver to the Borrower and the Administrative Agent two further copies of any such form or certification (or any applicable successor form) in each case properly completed and duly executed on or before the date that any such form or certification expires or becomes obsolete and after the occurrence of any event requiring a change in the most recent form previously delivered by it to the Borrower, and from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent, or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so.

If in any such case any Change in Law has occurred prior to the date on which any such delivery would otherwise be required that renders any such form inapplicable or would prevent such Non-U.S. Lender from duly completing and delivering any such form with respect to it, such Non-U.S. Lender shall promptly so advise the Borrower and the Administrative Agent.

(f) If any Lender, the Administrative Agent or the Collateral Agent, as applicable, determines, in its sole discretion exercised in good faith, that it had received and retained a refund of an Indemnified Tax (including an Other Tax) for which a payment of additional amounts or indemnification payments has been made by the Borrower pursuant to Section 5.4, which refund in the good faith judgment of such Lender, the Administrative Agent or the Collateral Agent, as the case may be, is attributable to such payment made by the Borrower, then the Lender, the Administrative Agent or the Collateral Agent, as the case may be, shall reimburse the Borrower for such amount (net of all out-of-pocket expenses of such Lender, the Administrative Agent or the Collateral Agent, as the case may be, and without interest other than any interest received thereon from the relevant Governmental Authority with respect to such refund) as the Lender, the Administrative Agent or the Collateral Agent, as the case may be, determines in its sole discretion exercised in good faith to be the proportion of the refund as will leave such Person, after such reimbursement, in no better or worse position (taking into account expenses or any Taxes imposed on the refund) than it would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid; provided that the Borrower, upon the request of the Lender, the Administrative Agent or the Collateral Agent, agrees to repay the amount paid over to the Borrower pursuant to this Section 5.4(f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender, the Administrative Agent or the Collateral Agent, as the case may be, in the event the Lender, the Administrative Agent or the Collateral Agent is required to repay such refund to such Governmental Authority. Upon reasonable request by the Borrower, a Lender, the Administrative Agent or the Collateral Agent shall claim any refund in respect of any Indemnified Tax or Other Tax for which a payment of additional amounts or indemnification payments has been made by the Borrower pursuant to this Section 5.4 that such Lender or Agent determines is available to it, unless it concludes in its sole discretion that it would be adversely affected by making such a claim. None of any Lender, the Administrative Agent or the Collateral Agent shall be obliged to disclose any information regarding its tax affairs or computations to any Credit Party in connection with this clause (f) or any other provision of this Section 5.4.

(g) If the Borrower determines that a reasonable basis exists for contesting a Tax, each Lender or Agent, as the case may be, shall use reasonable efforts to cooperate with the Borrower as the Borrower may reasonably request in challenging such Tax. Subject to the provisions of Section 2.12, each Lender and Agent agrees to use reasonable efforts to cooperate with the Borrower as the Borrower may reasonably request to minimize any amount payable by the Borrower or any Guarantor pursuant to this Section 5.4. The Borrower shall indemnify and hold each Lender and Agent harmless against any reasonable out-of-pocket expenses incurred by such Person in connection with any request made by the Borrower pursuant to this Section 5.4(g). Nothing in this Section 5.4(g) shall obligate any Lender or Agent to take any action that such Person, in its reasonable judgment, determines would result in a material detriment to such Person.

(h) Each U.S. Lender shall deliver to the Borrower and the Administrative Agent two copies of United States Internal Revenue Service Forms W-9 (or substitute or successor form), properly completed and duly executed, certifying that such Lender is exempt from United States backup withholding (i) on or prior to the Closing Date (or on or prior to the date it becomes a party to this Agreement), (ii) on or before the date that such form expires or becomes obsolete, (iii) promptly after the occurrence of a change in such U.S. Lender's circumstances requiring a change in the most recent form previously delivered by it to the Borrower and the Administrative Agent and (iv) from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent.

(i) If a payment made to any Lender under any Credit Document would be subject to U.S. federal withholding Tax imposed under FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower or the Agent, such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such other documentation reasonably requested by the Administrative Agent and the Borrower as may be necessary for the Administrative Agent and the Borrower to comply with their obligations under FATCA, to determine whether such Lender has or has not complied with such Lender's FATCA obligations and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 5.4(i), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(j) The agreements in this Section 5.4 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(k) For purposes of this Section 5.4, the term "Lender" shall include any L/C Issuer.

5.5. Computations of Interest and Fees.

(a) Except as provided in the next succeeding sentence, interest on Term SOFR Loans and ABR Loans (other than as set forth in the succeeding sentence) shall be calculated on the basis of a 360-day year for the actual days elapsed. Interest on ABR Loans in respect of which the rate of interest is calculated on the basis of the rate of interest in effect for such day as publicly announced from time to time by the Wall Street Journal as the "U.S. prime rate" and interest on overdue interest shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed.

(b) Fees shall be calculated on the basis of a 360-day year for the actual days elapsed.

5.6. Limit on Rate of Interest.

(a) No Payment Shall Exceed Lawful Rate. Notwithstanding any other term of this Agreement, the Borrower shall not be obligated to pay any interest or other amounts under or in connection with this Agreement or otherwise in respect of the Obligations in excess of the amount or rate permitted under or consistent with any applicable law, rule or regulation.

(b) Payment at Highest Lawful Rate. If the Borrower is not obliged to make a payment that it would otherwise be required to make, as a result of Section 5.6(a), the Borrower shall make such payment to the maximum extent permitted by or consistent with applicable laws, rules and regulations.

(c) Adjustment if Any Payment Exceeds Lawful Rate. If any provision of this Agreement or any of the other Credit Documents would obligate the Borrower to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate that would be prohibited by any Applicable Law, then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Applicable Law, such adjustment to be effected, to the extent necessary, by reducing the amount or rate of interest required to be paid by the Borrower to the affected Lender under Section 2.8.

(d) Spreading. In determining whether the interest hereunder is in excess of the amount or rate permitted under or consistent with any Applicable Law, the total amount of interest shall be spread throughout the entire term of this Agreement until its payment in full.

(e) Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if any Lender shall have received from the Borrower an amount in excess of the maximum permitted by any Applicable Law, then the Borrower shall be entitled, by notice in writing to the Administrative Agent to obtain reimbursement from that Lender in an amount equal to such excess, and pending such reimbursement, such amount shall be deemed to be an amount payable by that Lender to the Borrower.

SECTION 6. Conditions Precedent to Effectiveness.

The effectiveness of this Agreement and the obligation of each Lender to make Loans on the Closing Date is subject to the satisfaction (or waiver) of the conditions precedent set forth in this Section 6.

6.1. Credit Documents. The Administrative Agent shall have received (a) this Agreement, executed and delivered by an Authorized Officer of each Credit Party as of the Closing Date, (b) the Guarantee, executed and delivered by an Authorized Officer of each Guarantor as of the Closing Date, (c) the Pledge Agreement, executed and delivered by an Authorized Officer of each pledgor party thereto as of the Closing Date, (d) the Security Agreement, executed and delivered by an Authorized Officer of each grantor party thereto as of the Closing Date, (e) the Collateral Trust Agreement, executed and delivered by an Authorized Officer of each of the parties thereto and (f) each other customary security document duly authorized, executed and delivered by the applicable parties thereto and related items to the extent necessary to create and perfect the security interests in the Collateral.

6.2. Collateral.

(a) All outstanding Stock of each Subsidiary of the Borrower directly owned by the Borrower or any Subsidiary Guarantor, in each case, as of the Closing Date, shall have been pledged pursuant to the Pledge Agreement (except that such Credit Parties shall not be required to pledge any Excluded Stock and Stock Equivalents) and the Collateral Representative shall have received all certificates, if any, representing such securities pledged under the Pledge Agreement, accompanied by instruments of transfer and undated stock powers endorsed in blank.

(b) All Indebtedness of the Borrower and each Subsidiary of the Borrower that is owing to the Borrower or a Subsidiary Guarantor shall, to the extent exceeding $10,000,000 in aggregate principal amount, be evidenced by one or more global promissory notes and shall have been pledged pursuant to the Pledge Agreement, and the Collateral Representative shall have received all such promissory notes, together with instruments of transfer with respect thereto endorsed in blank.

(c) All documents and instruments, including Uniform Commercial Code or other applicable personal property and financing statements, reasonably requested by the Collateral Agent (at the direction of the Administrative Agent acting reasonably) to be filed, registered or recorded to create the Liens intended to be created by any Security Document to be executed on the Closing Date and to perfect such Liens to the extent required by, and with the priority required by, such Security Document, unless otherwise agreed by the Collateral Agent (acting at the direction of the Administrative Agent), shall have been delivered to the Collateral Representative in proper form for filing, registration or

recording and none of the Collateral shall be subject to any other pledges, security interests or mortgages, except for Liens permitted hereunder.

(d) The Borrower shall deliver to the Collateral Agent a completed Perfection Certificate, executed and delivered by an Authorized Officer of the Borrower, together with all attachments contemplated thereby.

Notwithstanding anything to the contrary herein, with respect to any security documents relating to real property to the extent constituting Collateral, the Borrower agrees to deliver or cause to be delivered such documents and instruments, and take or cause to be taken such other actions as may be required to grant and perfect such security interests, on or prior to the date that is 120 days after the Closing Date or such longer period of time as may be agreed to by the Administrative Agent in its reasonable discretion.

6.3. Legal Opinions. The Administrative Agent shall have received the executed customary legal opinions of (a) White & Case LLP, New York counsel to the Borrower and (b) Fitzpatrick Lentz & Bubba, P.C., Pennsylvania counsel to the Borrower.

6.4. Closing Certificates. The Administrative Agent shall have received a certificate of the Credit Parties, dated the Closing Date, in respect of the conditions set forth in Sections 6.7, 6.12 and 6.13 substantially in the form of Exhibit I, with appropriate insertions, executed by an Authorized Officer of each Credit Party, and attaching the documents referred to in Section 6.5.

6.5. Authorization of Proceedings of Each Credit Party. The Administrative Agent shall have received (a) a copy of the resolutions of the board of directors, other managers or general partner of each Credit Party (or a duly authorized committee thereof) authorizing (i) the execution, delivery and performance of the Credit Documents referred to in Section 6.1 (and any agreements relating thereto) to which it is a party and (ii) in the case of the Borrower, the extensions of credit contemplated hereunder, (b) true and complete copies of the Organizational Documents of each Credit Party as of the Closing Date, and (c) good standing certificates (to the extent such concept exists in the relevant jurisdiction of organization) of the Borrower and the Guarantors.

6.6. Fees. All fees required to be paid on the Closing Date pursuant to the Engagement and Commitment Letter and reasonable and documented out-of-pocket expenses required to be paid on the Closing Date, in the case of expenses, to the extent invoiced at least three (3) Business Days prior to the Closing Date, shall have been paid, or shall be paid substantially concurrently with, the initial Borrowings hereunder.

6.7. Representations and Warranties. All representations and warranties contained in Section 8 of this Agreement shall be true and correct in all material respects on the Closing Date (except to the extent any such representation or warranty is stated to relate solely to an earlier date, it shall be true and correct in all material respects as of such earlier date).

6.8. Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing, substantially in the form of Exhibit A with appropriate insertions, executed by any Authorized Officer of the Borrower.

6.9. Solvency Certificate. On the Closing Date, the Administrative Agent shall have received a certificate from the chief financial officer of the Borrower substantially in the form of Exhibit E hereto.

6.10. Plan; Confirmation Order. Neither the Plan nor the Confirmation Order shall have been amended, stayed, supplemented or otherwise modified in any respect that is, in the aggregate, materially adverse to the rights and interests of the Lenders (taken as a whole), the Joint Lead Arrangers and their respective Affiliates, in their capacities as such, unless consented to in writing by the Joint Lead Arrangers (such consent not to be unreasonably withheld, delayed, conditioned or denied). The Plan shall be substantially consummated, as set forth in section 1101 of the Bankruptcy Code, and effective concurrently with the initial funding hereunder in accordance with the Plan.

6.11. Financial Statements. The Administrative Agent (for further distribution to Lenders) shall have received the Historical Financials. The Administrative Agent acknowledges that as of the Closing Date, this Section 6.11 has been satisfied.

6.12. No Event of Default. No Default or Event of Default shall have occurred and be continuing (immediately after giving effect to this Agreement and the Transactions contemplated by this Agreement to occur on the Closing Date).

6.13. Minimum Liquidity. The Borrower shall have Minimum Liquidity on the Closing Date of at least $500,000,000.

6.14. Patriot Act. The Administrative Agent shall have received (at least 3 Business Days prior to the Closing Date) all documentation and other information about the Credit Parties as has been reasonably requested in writing at least 10 Business Days prior to the Closing Date by the Administrative Agent or the Lenders that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations and the Beneficial Ownership Regulation, including without limitation the PATRIOT Act.

6.15. Certain Closing Date Transactions. The Borrower shall have (x)(i) obtained ratings for the Credit Facilities no worse than Ba3 from Moody's, no worse than BB- from S&P and no worse than BB- from Fitch Ratings, Inc. and (ii) received at least $1,500 million of gross proceeds from one or more private offering or other debt or equity facilities, the Initial Term B Loans, an inventory monetization transaction and/or a junior lien credit facility; provided that, if the LMBE-MC Facility is not refinanced on the Closing Date, the amount of gross proceeds required to be received shall be reduced by the aggregate net amount outstanding under the LMBE-MC Facility on the Closing Date or (y) received at least $1,800 million of gross proceeds from one or more private offering or other debt or equity facilities, the Initial Term B Loans, an inventory monetization transaction and/or a junior lien credit facility; provided that, if the LMBE-MC Facility is not refinanced on the Closing Date, the amount of gross proceeds required to be received shall be reduced by the aggregate net amount outstanding under the LMBE-MC Facility on the Closing Date.

SECTION 7. Conditions Precedent to All Credit Events After the Closing Date.

The agreement of each Lender to make any Loan requested to be made by it on any date (excluding Revolving Loans required to be made by the Revolving Lenders in respect of Unpaid Drawings pursuant to Section 3.4), and the obligation of any L/C Issuer to issue Letters of Credit on any date, is subject to the satisfaction or waiver of the conditions precedent set forth in the following Sections 7.1 and 7.2, provided that the conditions precedent set forth in Section 7.1 shall not be required to be satisfied with respect to the Borrowings on the Closing Date:

7.1. No Default; Representations and Warranties. At the time of each Credit Event and also after giving effect thereto (other than any Credit Event on the Closing Date) (a) no Default or Event of Default shall have occurred and be continuing and (b) all representations and warranties

made by any Credit Party contained herein or in the other Credit Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Credit Event (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date).

7.2. Notice of Borrowing.

(a) Prior to the making of each Revolving Loan (other than any Revolving Loan made pursuant to Section 3.4(a)), the Administrative Agent shall have received a Notice of Borrowing (whether in writing or by telephone) meeting the requirements of Section 2.3.

(b) Prior to the issuance of each Revolving Letter of Credit, the Administrative Agent and the applicable Revolving L/C Issuer shall have received a Letter of Credit Request meeting the requirements of Section 3.2(a).

(c) Prior to the issuance of each Term Letter of Credit, the Administrative Agent and the applicable Term L/C Issuer shall have received a Letter of Credit Request meeting the requirements of Section 3.2(b).

The acceptance of the benefits of each Credit Event shall constitute a representation and warranty by each Credit Party to each of the Lenders that all the applicable conditions specified in this Section 7 have been satisfied or waived as of that time to the extent required by this Section 7.

SECTION 8. Representations, Warranties and Agreements.

In order to induce the Lenders and the L/C Issuers to enter into this Agreement, to make the Loans and issue or participate in Letters of Credit as provided for herein, the Borrower makes the following representations and warranties to the Lenders and the L/C Issuers, all of which shall survive the execution and delivery of this Agreement, the making of the Loans and the issuance of the Letters of Credit:

8.1. Corporate Status; Compliance with Laws. Except as would not reasonably be expected to result in a Material Adverse Effect, each of the Borrower and each Material Subsidiary of the Borrower that is a Restricted Subsidiary (a) is a duly organized and validly existing corporation or other entity in good standing (as applicable) under the laws of the jurisdiction of its organization and has the corporate or other organizational power and authority to own its property and assets and to transact the business in which it is engaged, (b) has duly qualified and is authorized to do business and is in good standing (if applicable) in all jurisdictions where it is legally required to be so qualified and (c) is in compliance with all Applicable Laws.

8.2. Corporate Power and Authority. Each Credit Party has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of the Credit Documents to which it is a party and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Credit Documents to which it is a party. Each Credit Party has duly executed and delivered each Credit Document to which it is a party and each such Credit Document, assuming due authorization, execution and delivery by the other parties thereto constitutes the legal, valid and binding obligation of such Credit Party enforceable in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law) and (ii) the need for filings and registrations necessary to create or perfect the Liens on the Collateral granted by the Credit Parties in favor

of the Collateral Trustee (provided that, with respect to the creation and perfection of security interests with respect to Indebtedness, Stock and Stock Equivalents of Foreign Subsidiaries, only to the extent the creation and perfection of such obligation is governed by the Uniform Commercial Code).

8.3. No Violation. Neither the execution, delivery or performance by any Credit Party of the Credit Documents to which it is a party, nor the compliance with the terms and provisions thereof, nor the consummation of the financing transactions contemplated hereby and thereby, will (a) contravene any applicable provision of any Applicable Law other than any contravention which would not reasonably be expected to result in a Material Adverse Effect and assuming the receipt of any FERC and Nuclear Regulatory Commission approvals required in connection with an exercise of remedies, (b) result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Lien upon any of the property or assets of the Borrower or any Restricted Subsidiary (other than Liens created under the Credit Documents, Permitted Liens or Liens subject to an intercreditor agreement permitted hereby or the Collateral Trust Agreement) pursuant to the terms of any material indenture, loan agreement, lease agreement, mortgage, deed of trust or other material debt agreement or instrument to which the Borrower or any Restricted Subsidiary is a party or by which it or any of its property or assets is bound (any such term, covenant, condition or provision, a "**Contractual Requirement**") other than any such breach, default or Lien that would not reasonably be expected to result in a Material Adverse Effect, or (c) violate any provision of the Organizational Documents of any Credit Party.

8.4. Litigation. Except as set forth on Schedule 8.4, there are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened in writing with respect to the Borrower or any of the Restricted Subsidiaries that have a reasonable likelihood of adverse determination and such determination would reasonably be expected to result in a Material Adverse Effect.

8.5. Margin Regulations. Neither the making of any Loan hereunder nor the use of the proceeds thereof will violate the provisions of Regulation T, U or X of the Board.

8.6. Governmental Approvals. The execution, delivery and performance of the Credit Documents by the Credit Parties does not require, on behalf of any Credit Party, any consent or approval of, registration or filing with, or other action by, any Governmental Authority, except for (i) such as have been obtained or made and are in full force and effect, (ii) filings and recordings in respect of the Liens created pursuant to the Security Documents, (iii) such FERC and Nuclear Regulatory Commission approvals and filings as may be required in connection with an exercise of remedies and (iv) such licenses, authorizations, consents, approvals, registrations, filings or other actions the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect.

8.7. Investment Company Act. None of the Credit Parties is required to register as an "investment company" within the meaning of, and subject to registration under, the Investment Company Act of 1940, as amended.

8.8. True and Complete Disclosure.

(a) None of the written factual information and written data (taken as a whole) heretofore or contemporaneously furnished by or on behalf of the Borrower, any of the Subsidiaries of the Borrower or any of their respective authorized representatives to the Administrative Agent, any Joint Lead Arranger and/or any Lender on or before the Closing Date (including all such information and data contained in the Credit Documents) regarding the Borrower and its Restricted Subsidiaries in connection with the Transactions for purposes of or in connection with this Agreement or any transaction contemplated herein contained any untrue statement of any material

fact or omitted to state any material fact necessary to make such information and data (taken as a whole) not materially misleading at such time in light of the circumstances under which such information or data was furnished and such information was, when furnished on or prior to the Closing Date, when taken as a whole after giving effect to all supplements and updates provided thereto, accurate in all material respects (it being understood, for the avoidance of doubt, that none of the Borrower or any of its Subsidiaries shall be required to update any such information following the Closing Date), it being understood and agreed that for purposes of this Section 8.8(a), such factual information and data shall not include projections or estimates (including financial estimates, forecasts, pro forma financial information, budgets, and other forward-looking information), other forward-looking information or statements regarding future condition or operations, or information of a general economic or general industry nature.

(b) As of the Closing Date, the projections contained in the Lender Presentation are based upon good faith estimates and assumptions believed by the Borrower to be reasonable at the time made, it being recognized by the Agents, Joint Lead Arrangers and the Lenders that such projections, forward-looking statements, estimates and pro forma financial information are not to be viewed as facts or a guarantee of performance, and are subject to material contingencies and assumptions, many of which are beyond the control of the Credit Parties, and that actual results during the period or periods covered by any such projections, forward-looking statements, estimates and pro forma financial information may differ materially from the projected results.

8.9. Financial Condition; Financial Statements. The financial statements described in Section 6.11 present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Subsidiaries, in each case, as of the dates thereof and for such period covered thereby in accordance with GAAP, consistently applied throughout the periods covered thereby, except as otherwise noted therein, and subject, in the case of any unaudited financial statements, to changes resulting from normal year-end adjustments and the absence of footnotes. There has been no Material Adverse Effect since December 31, 2022.

8.10. Tax Matters. Except where the failure of which would not be reasonably expected to have a Material Adverse Effect, (a) each of the Borrower and each of the Restricted Subsidiaries has filed all federal income Tax returns and all other Tax returns, domestic and foreign, required to be filed by it (after giving effect to all applicable extensions) and has paid all material Taxes payable by it that have become due (whether or not shown on such Tax return), other than those (i) not yet delinquent or (ii) contested in good faith as to which adequate reserves have been provided to the extent required by law and in accordance with GAAP, (b) each of the Borrower and each of the Restricted Subsidiaries has provided adequate reserves in accordance with GAAP for the payment of, all federal, state, provincial and foreign Taxes not yet due and payable, and (c) each of the Borrower and each of the Restricted Subsidiaries has satisfied all of its Tax withholding obligations.

8.11. Compliance with ERISA.

(a) Each Employee Benefit Plan is in compliance with ERISA, the Code and any Applicable Law; no Reportable Event has occurred (or is reasonably likely to occur) with respect to any Benefit Plan; no Multiemployer Plan is Insolvent (or is reasonably likely to be Insolvent), and no written notice of any such insolvency has been given to the Borrower or any ERISA Affiliate; no Benefit Plan has an accumulated or waived funding deficiency (or is reasonably likely to have such a deficiency); each Benefit Plan has satisfied the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Benefit Plan, and there has been no determination that any such Benefit Plan is, or is expected to be, in “at risk”

status (within the meaning of Section 303(i)(4) of ERISA); none of the Borrower or any ERISA Affiliate has incurred (or is reasonably likely to incur) any liability to or on account of a Benefit Plan or Multiemployer Plan pursuant to Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code; no proceedings have been instituted (or are reasonably likely to be instituted) to terminate any Benefit Plan or to appoint a trustee to administer any Benefit Plan, and no written notice of any such proceedings has been given to the Borrower or any ERISA Affiliate; and no Lien imposed under the Code or ERISA on the assets of the Borrower or any ERISA Affiliate exists (or is reasonably likely to exist) nor has the Borrower or any ERISA Affiliate been notified in writing that such a Lien will be imposed on the assets of the Borrower or any ERISA Affiliate on account of any Benefit Plan, except to the extent that a breach of any of the representations, warranties or agreements in this Section 8.11(a) would not result, individually or in the aggregate, in an amount of liability that would be reasonably likely to have a Material Adverse Effect. No Benefit Plan has an Unfunded Current Liability that would, individually or when taken together with any other liabilities referenced in this Section 8.11(a), be reasonably likely to have a Material Adverse Effect. With respect to Multiemployer Plans, the representations and warranties in this Section 8.11(a)), other than any made with respect to (i) liability under Section 4201 or 4204 of ERISA or (ii) liability for termination of such Multiemployer Plans under ERISA, are made to the knowledge of the Borrower.

(b) All Foreign Plans are in compliance with, and have been established, administered and operated in accordance with, the terms of such Foreign Plans and Applicable Law, except for any failure to so comply, establish, administer or operate the Foreign Plans as would not reasonably be expected to have a Material Adverse Effect. All contributions or other payments which are due with respect to each Foreign Plan have been made in full and there are no funding deficiencies thereunder, except to the extent any such events would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

8.12. Subsidiaries. Schedule 8.12 lists each Subsidiary of the Borrower (and the direct and indirect ownership interest of the Borrower therein), in each case, existing on the Closing Date (after giving effect to the Transactions).

8.13. Intellectual Property. Each of the Borrower and the Restricted Subsidiaries has good and marketable title to, or a valid license or right to use, all patents, trademarks, servicemarks, trade names, copyrights and all applications therefor and licenses thereof, and all other intellectual property rights, free and clear of all Liens (other than Liens permitted by Section 10.2), that are necessary for the operation of their respective businesses as currently conducted, except where the failure to have any such title, license or rights would not reasonably be expected to have a Material Adverse Effect.

8.14. Environmental Laws. Except as would not reasonably be expected to have a Material Adverse Effect: (a) the Borrower and the Restricted Subsidiaries and all Real Estate are in compliance with all Environmental Laws; (b) the Borrower and the Restricted Subsidiaries have, and have timely applied for renewal of, all permits required under Environmental Law to construct and operate their facilities as currently constructed; (c) except as set forth on Schedule 8.14, neither the Borrower nor any Restricted Subsidiary is subject to any pending or, to the knowledge of the Borrower, threatened Environmental Claim or any other liability under any Environmental Law, including any such Environmental Claim, or, to the knowledge of the Borrower, any other liability under Environmental Law related to, or resulting from the business or operations of any predecessor in interest of any of them; (d) none of the Borrower or any Restricted Subsidiary is conducting or financing or, to the knowledge of the Borrower, is required to conduct or finance, any investigation, removal, remedial or other corrective

action pursuant to any Environmental Law at any location; (e) to the knowledge of the Borrower, no Hazardous Materials have been released into the environment at, on or under any Real Estate currently owned or leased by the Borrower or any Restricted Subsidiary and (f) neither the Borrower nor any Restricted Subsidiary has treated, stored, transported, released, disposed or arranged for disposal or transport for disposal of Hazardous Materials at, on, under or from any currently or, to the knowledge of the Borrower, formerly owned or leased Real Estate or facility. Except as provided in this Section 8.14, the Borrower and the Restricted Subsidiaries make no other representations or warranties regarding Environmental Laws.

8.15. Properties.

(a) Schedule 1.1(c) sets forth a complete and accurate list of all Real Estate located in the United States owned in fee simple by the Borrower or any Subsidiary Guarantor as of the Closing Date with a fair market value equal to or in excess of $20,000,000.

(b) Except as set forth on Schedule 8.15, the Borrower and the Restricted Subsidiaries have good title to or valid leasehold or easement interests or other license or use rights in all properties that are necessary for the operation of their respective businesses as currently conducted, free and clear of all Liens (other than any Liens permitted by this Agreement) and except where the failure to have such good title, leasehold or easement interests or other license or use rights would not reasonably be expected to have a Material Adverse Effect.

8.16. Solvency. On the Closing Date, after giving effect to the Transactions, immediately following the making of each Loan on such date and after giving effect to the application of the proceeds of such Loans, the Borrower on a consolidated basis with its Subsidiaries will be Solvent.

8.17. Security Interests. Subject to the qualifications set forth in Section 6.2 and the terms, conditions and provisions of the Collateral Trust Agreement and any other applicable intercreditor agreement then in effect, with respect to each Credit Party, the Security Documents are (or, with respect to the Mortgages, will be) effective to create in favor of the Collateral Representative, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest (subject to Liens permitted hereunder) in the Collateral described therein and proceeds thereof, in each case, the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. In the case of (i) the Stock described in the Pledge Agreement that is in the form of securities represented by stock certificates or otherwise constituting certificated securities within the meaning of Section 8-102(a)(15) of the New York UCC ("Certificated Securities"), when certificates representing such Stock are delivered to the Collateral Representative along with instruments of transfer in blank or endorsed to the Collateral Representative, (ii) all other Collateral constituting Real Estate or personal property described in the Security Agreement, when financing statements and other required filings, recordings, agreements and actions in appropriate form are executed and delivered, performed, recorded or filed in the appropriate offices, and (iii) all Collateral constituting Real Estate described in the Mortgages, when such Mortgages are filed or recorded in the proper real estate filing or recording offices and all relevant mortgage taxes and recording charges are duly paid, as the case may be, the Collateral Representative, for the benefit of the applicable Secured Parties, shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Credit Parties in all Collateral and the proceeds thereof (to the extent such Liens may be perfected by possession of the Certificated Securities by the Collateral Representative, filing a financing statement or analogous document, filing intellectual property security agreement "short-form" filings with the United

States Patent and Trademark Office or the United States Copyright Office or other actions or perfection is otherwise required by the terms of any Credit Document), in each case, to the extent required under the Security Documents, as security for the Obligations, in each case prior and superior in right to any other Lien (except, in the case of Liens permitted hereunder).

8.18. Labor Matters. Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against the Borrower or any Restricted Subsidiary pending or, to the knowledge of the Borrower, threatened in writing; and (b) hours worked by and payment made for such work to employees of the Borrower and each Restricted Subsidiary have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters.

8.19. Sanctioned Persons; Anti-Corruption Laws; Patriot Act . None of the Borrower or any of its Restricted Subsidiaries or any of their respective directors or officers is (i) the subject of any economic embargoes or similar sanctions administered or enforced by the U.S. Department of State or the U.S. Department of Treasury (including the Office of Foreign Assets Control), the United Nations Security Council, the European Union, His Majesty's Treasury or any other applicable sanctions authority (collectively, " **Sanctions**", and the associated laws, rules, regulations and orders, collectively, "**Sanctions Laws**") or (ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, as of the Closing Date, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Luhansk People's Republic, the so-called Donetsk People's Republic and the non-government controlled Zaporizhzhia and Kherson regions of Ukraine). Each of the Borrower and its Restricted Subsidiaries and their respective officers and directors is in compliance, in all material respects, with (i) all Sanctions Laws, (ii) the United States Foreign Corrupt Practices Act of 1977, as amended, and any other applicable anti-bribery or anti-corruption laws, rules, regulations and orders (collectively, "**Anti-Corruption Laws**") and (iii) applicable portions of the Patriot Act, if any, and any other applicable anti-terrorism and anti-money laundering laws, rules, regulations and orders. No part of the proceeds of the Loans and no Letters of Credit will be used, directly or indirectly, (A) for the purpose of financing any activities or business of or with any Person or in any country or territory that at such time is the subject of any Sanctions in a manner that would result in a violation of applicable Sanctions by any party to this Agreement or (B) 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 in any material respect of any Anti-Corruption Law.

8.20. Use of Proceeds. The Borrower will use the proceeds of the Loans in accordance with Section 9.13 of this Agreement.

8.21. Energy and Regulatory Matters. Each of the Borrower and its Restricted Subsidiaries (a) to the extent any such entity is a "public utility" under the FPA, such entity has obtained blanket authority from FERC to issue securities and assume liabilities pursuant to Section 204 of the FPA or is otherwise subject to exemption from FERC prior-authorization requirements with respect to such activities and (b) with respect to any such entity that is a "public-utility company" under PUHCA, (i) is an "exempt wholesale generator" under PUHCA, (ii) owns and/or operates a "qualifying facility" under the Public Utility Regulatory Policies Act of 1978, or (iii) would not otherwise cause an affiliated "holding company," as defined in PUHCA, to become subject to, or not exempt from, federal access-to-books-and-records requirements under PUHCA.

8.22. Beneficial Ownership Certification. As of the Closing Date, to the best knowledge of the Borrower, the information included in the Beneficial Ownership Certification

provided on or prior to the Closing Date to any Lender in connection with this Agreement is true and correct in all respects.

SECTION 9. Affirmative Covenants.

The Borrower hereby covenants and agrees that on the Closing Date (immediately after giving effect to the Transactions) and thereafter, until the Total Commitments and all Letters of Credit have terminated (unless such Letters of Credit have been Cash Collateralized, Backstopped or otherwise collateralized on terms and conditions reasonably satisfactory to the applicable L/C Issuer following the termination of the Revolving Commitments or the termination of the Term L/C Commitments and the repayment of the Term C Loans, as the case may be) and the Loans and Unpaid Drawings, together with interest, fees and all other Obligations (other than Hedging Obligations under Secured CA Hedging Agreements, Cash Management Obligations under Secured CA Cash Management Agreements or Contingent Obligations), are paid in full:

9.1. Information Covenants. The Borrower will furnish to the Administrative Agent (which shall promptly make such information available to the Lenders in accordance with its customary practice):

(a) Annual Financial Statements. On or before the date on which such financial statements are required to be filed with the SEC (after giving effect to any permitted extensions) (or, if such financial statements are not required to be filed with the SEC, on or before the date that is 100 days after the end of each such Fiscal Year (or, in the case of financial statements for the Fiscal Year during which the Closing Date occurs, on or before the date that is 120 days after the end of such Fiscal Year)) (or, in each case, such later time as may be agreed by the Administrative Agent in its reasonable discretion), the consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such Fiscal Year, and the related consolidated statements of operations and cash flows for such Fiscal Year, setting forth comparative consolidated figures for the preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP in all material respects and, in each case, except with respect to any such reconciliation, certified by independent certified public accountants of recognized national standing whose opinion shall not be qualified as to the scope of audit or as to the status of the Borrower and its consolidated Subsidiaries as a going concern (other than any exception or qualification that is a result of (x) a current maturity date of any Indebtedness or (y) any actual or prospective default of a financial maintenance covenant), all of which shall be (i) certified by an Authorized Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and its consolidated Subsidiaries (or a direct or an indirect parent of the Borrower and its consolidated Subsidiaries, as the case may be) in accordance with GAAP in all material respects, subject to changes resulting from audit, normal year-end audit adjustments and absence of footnotes and (ii) accompanied by a Narrative Report with respect thereto.

(b) Quarterly Financial Statements. On or before the date on which such financial statements are required to be filed with the SEC (after giving effect to any permitted extensions) with respect to each of the first three quarterly accounting periods in each Fiscal Year of the Borrower (or, if such financial statements are not required to be filed with the SEC, on or before the date that is 50 days after the end of each such quarterly accounting period (or, in the case of financial statements for (i) the first fiscal quarter following the Closing Date, on or before the date that is 75 days after the end of such fiscal quarter and (ii) for the second and third fiscal quarters following the Closing Date required to be provided under this clause (b), on or before the date that

is 60 days after the end of such fiscal quarter) of the first three fiscal quarters of every Fiscal Year) (or, in each case, such later time as may be agreed by the Administrative Agent in its reasonable discretion), the consolidated balance sheets of the Borrower and its consolidated Subsidiaries, in each case, as at the end of such quarterly period and the related consolidated statements of operations for such quarterly accounting period and for the elapsed portion of the Fiscal Year ended with the last day of such quarterly period, and the related consolidated statement of cash flows for such quarterly accounting period and for the elapsed portion of the Fiscal Year ended with the last day of such quarterly period, and setting forth comparative consolidated figures for the related periods in the prior Fiscal Year or, in the case of such consolidated balance sheet, for the last day of the prior Fiscal Year, all of which shall be certified by an Authorized Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and its consolidated Subsidiaries (or a direct or an indirect parent of the Borrower and its consolidated Subsidiaries, as the case may be) in accordance with GAAP in all material respects, subject to changes resulting from audit, normal year-end audit adjustments and absence of footnotes.

(c) Officer's Certificates. Within five Business Days of the delivery of the financial statements provided for in Section 9.1(a) and (b), a certificate of an Authorized Officer of the Borrower to the effect that no Default or Event of Default exists or, if any Default or Event of Default does exist, specifying the nature and extent thereof, which certificate shall set forth (i) the calculations required to establish whether the Borrower and its Restricted Subsidiaries were in compliance with the provisions of Section 10.9 as at the end of such Fiscal Year or period (solely to the extent such covenant is required to be tested at the end of such Fiscal Year or quarter), as the case may be and (ii) a specification of any change in the identity of the Restricted Subsidiaries, Unrestricted Subsidiaries and Excluded Project Subsidiaries as at the end of such Fiscal Year or period, as the case may be, from the Restricted Subsidiaries, Unrestricted Subsidiaries and Excluded Project Subsidiaries, respectively, provided to the Lenders on the Closing Date or the most recent Fiscal Year or period, as the case may be (including calculations in reasonable detail of any amount added back to Consolidated Adjusted EBITDA pursuant to clause (a)(16), clause (a)(17). Within five Business Days of the delivery of the financial statements provided for in Section 9.1(a), a certificate of an Authorized Officer of the Borrower setting forth (A) in reasonable detail the Applicable Amount and the Applicable Equity Amount as at the end of the Fiscal Year to which such financial statements relate and (B) the information required pursuant to Section 7 of the Perfection Certificate or confirming that there has been no change in such information since the Closing Date or the date of the most recent certificate delivered pursuant to this clause (c)(B), as the case may be.

(d) Notice of Default; Litigation; ERISA Event. Promptly after an Authorized Officer of the Borrower or any Restricted Subsidiary obtains knowledge thereof, notice of (i) the occurrence of any event that constitutes a Default or Event of Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Borrower or the relevant Restricted Subsidiary propose to take with respect thereto, (ii) any litigation, regulatory or governmental proceeding pending against the Borrower or any Restricted Subsidiary that has a reasonable likelihood of adverse determination and such determination would reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect and (iii) the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect.

(e) Other Information. Promptly upon filing thereof, copies of any filings (including on Form 10-K, 10-Q or 8-K) or registration statements with, and reports to, the SEC or any

analogous Governmental Authority in any relevant jurisdiction by the Borrower or any Restricted Subsidiary (other than amendments to any registration statement (to the extent such registration statement, in the form it becomes effective, is delivered to the Administrative Agent), exhibits to any registration statement and, if applicable, any registration statements on Form S-8) and copies of all financial statements, proxy statements, notices and reports that the Borrower or any Restricted Subsidiary shall send to the holders of any publicly issued debt with a principal amount in excess of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period of the Borrower and/or any Restricted Subsidiary in their capacity as such holders (in each case to the extent not theretofore delivered to the Administrative Agent pursuant to this Agreement).

(f) Requested Information. With reasonable promptness, following the reasonable request of the Administrative Agent, such other information (financial or otherwise) as the Administrative Agent on its own behalf or on behalf of any Lender (acting through the Administrative Agent) may reasonably request in writing from time to time; provided that, notwithstanding anything to the contrary in this Section 9.1(f), none of the Borrower or any of its Restricted Subsidiaries will be required to provide any such other information pursuant to this Section 9.1(f) to the extent that (i) the provision thereof would violate any attorney client privilege (as reasonably determined by counsel (internal or external) to the Credit Parties), law, rule or regulation, or any contractual obligation of confidentiality binding on the Credit Parties or their respective affiliates (so long as not entered into in contemplation hereof) or (ii) such information constitutes attorney work product (as reasonably determined by counsel (internal or external) to the Credit Parties).

(g) Projections. Prior to an underwritten public offering, within 100 days after the commencement of each Fiscal Year of the Borrower (or, in the case of the budget for the first full Fiscal Year after the Closing Date, within 120 days after the commencement of such Fiscal Year), a reasonably detailed consolidated budget for such Fiscal Year as customarily prepared by management of the Borrower for its internal use (including a projected consolidated balance sheet of the Borrower and the Restricted Subsidiaries as of the end of such Fiscal Year, the related consolidated statements of projected cash flow and projected income and a summary of the material underlying assumptions applicable thereto) (collectively, the "**Projections**"), which Projections shall in each case be accompanied by a certificate of an Authorized Officer of the Borrower stating that such Projections have been prepared in good faith on the basis of the assumptions stated therein, which assumptions were based on good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time of preparation of such Projections, it being understood that such Projections and assumptions as to future events are not to be viewed as facts or a guarantee of performance, are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower and its Subsidiaries, and that actual results may vary from such Projections and such differences may be material.

(h) Reconciliations. Simultaneously with the delivery of each set of consolidated financial statements referred to in Sections 9.1(a) and (b) above, reconciliations for such consolidated financial statements or other consolidating information reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries and Excluded Project Subsidiaries (if any) from such consolidated financial statements; provided that the Borrower shall be under no obligation to deliver the reconciliations or other information described in this clause (h) if the Consolidated Total Assets and the Consolidated Adjusted EBITDA of the Borrower and its consolidated Subsidiaries (which Consolidated Total Assets and Consolidated Adjusted EBITDA shall be calculated in accordance with the definitions of such terms, but determined based on the

financial information of the Borrower and its consolidated Subsidiaries, and not the financial information of the Borrower and its Restricted Subsidiaries) do not differ from the Consolidated Total Assets and the Consolidated Adjusted EBITDA, respectively, of the Borrower and its Restricted Subsidiaries by more than 2.5%.

Notwithstanding the foregoing, the obligations in clauses (a), (b) and (e) of this Section 9.1 may be satisfied with respect to financial information of the Borrower and the Restricted Subsidiaries by furnishing (A) the applicable financial statements of any direct or indirect parent of the Borrower (B) the Borrower's (or any direct or indirect parent thereof), as applicable, Form 8-K, 10-K or 10-Q, as applicable, filed with the SEC; provided that, with respect to each of subclauses (A) and (B) of this paragraph, to the extent such information relates to a direct or indirect parent of the Borrower, such information is accompanied by consolidating or other information that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to the Borrower and its consolidated Restricted Subsidiaries on a standalone basis, on the other hand (provided, however, that the Borrower shall be under no obligation to deliver such consolidating or other explanatory information if the Consolidated Total Assets and the Consolidated Adjusted EBITDA of the Borrower and its consolidated Restricted Subsidiaries do not differ from the Consolidated Total Assets and the Consolidated Adjusted EBITDA, respectively, of any direct or indirect parent of Borrower and its consolidated Subsidiaries by more than 2.5%). Documents required to be delivered pursuant to clauses (a), (b) and (e) of this Section 9.1 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website as notified to the Administrative Agent; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, or filed with the SEC, and available in EDGAR (or any successor) to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

9.2. Books, Records and Inspections.

(a) The Borrower will, and will cause each Restricted Subsidiary to, permit officers and designated representatives of the Administrative Agent or the Required Lenders (as accompanied by the Administrative Agent) to visit and inspect any of the properties or assets of the Borrower or such Restricted Subsidiary in whomsoever's possession to the extent that it is within such party's control to permit such inspection (and shall use commercially reasonable efforts to cause such inspection to be permitted to the extent that it is not within such party's control to permit such inspection), and to examine the books and records of the Borrower and any such Restricted Subsidiary and discuss the affairs, finances and accounts of the Borrower and of any such Restricted Subsidiary with, and be advised as to the same by, its and their officers and independent accountants, all at such reasonable times and intervals and to such reasonable extent as the Administrative Agent or Required Lenders may desire (and subject, in the case of any such meetings or advice from such independent accountants, to such accountants' customary policies and procedures); provided that, excluding any such visits and inspections during the continuation of an Event of Default (a) only the Administrative Agent, whether on its own or in conjunction with the Required Lenders, may exercise rights of the Administrative Agent and the Lenders under this Section 9.2, (b) the Administrative Agent shall not exercise such rights more than one time in any calendar year and (c) only one such visit shall be at the Borrower's expense; provided further that when an Event of Default exists, the Administrative Agent (or any of its representatives or independent contractors) or any representative of any Lender may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Required Lenders shall give the Borrower the

opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary in this Section 9.2, neither the Borrower nor any Restricted Subsidiary will be required under this Section 9.2 to disclose or permit the inspection or discussion of any document, information or other matter to the extent that such action would violate any attorney-client privilege (as reasonably determined by counsel (internal or external) to the Credit Parties), law, rule or regulation, or any contractual obligation of confidentiality (not created in contemplation thereof) binding on the Credit Parties or their respective affiliates or constituting attorney work product (as reasonably determined by counsel (internal or external) to the Credit Parties).

(b) The Borrower will, and will cause each Restricted Subsidiary to, maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity, in all material respects, with GAAP shall be made of all material financial transactions and matters involving the assets of the business of the Borrower or such Restricted Subsidiary, as the case may be (it being understood and agreed that any Restricted Subsidiary may maintain its individual books and records in conformity with local standards or customs and that such maintenance shall not constitute a breach of the representations, warranties or covenants hereunder).

9.3. Maintenance of Insurance. The Borrower will, and will cause each Material Subsidiary that is a Restricted Subsidiary to (a) at all times maintain in full force and effect, pursuant to self-insurance arrangements or with insurance companies that the Borrower believes (in the good faith judgment of the management of the Borrower, as applicable) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which the Borrower believes (in the good faith judgment of management of the Borrower, as applicable) is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) as the Borrower believes (in the good faith judgment of management of the Borrower, as applicable) is reasonable and prudent in light of the size and nature of its business and the availability of insurance on a cost-effective basis and the Borrower shall use commercially reasonable efforts for all such applicable insurance to name the Collateral Trustee as mortgagee (in the case of property insurance) or additional insured on behalf of the Secured Parties (in the case of liability insurance) or loss payee (in the case of property insurance), as applicable, and (b) will furnish to the Administrative Agent, upon written reasonable request from the Administrative Agent, information presented in reasonable detail as to the insurance so carried, provided, however, that for so long as no Event of Default has occurred and is continuing, the Administrative Agent shall be entitled to make such request only once in any calendar year. With respect to each Mortgaged Property, obtain flood insurance in such total amount as is required under the Flood Laws, if at any time the area in which any improvements located on any Mortgaged Property is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), and otherwise comply with the Flood Laws.

9.4. Payment of Taxes. The Borrower will pay and discharge, and will cause each of the Restricted Subsidiaries to pay and discharge, all Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims in respect of any Taxes imposed, assessed or levied that, if unpaid, could reasonably be expected to become a material Lien upon any properties of the Borrower or any Restricted Subsidiary of the Borrower; provided that neither the Borrower nor any such Restricted Subsidiary shall be required to pay any such tax, assessment, charge, levy or claim (i) that is being contested in good faith and by proper proceedings if it has maintained adequate reserves (in the good faith judgment of management of the Borrower) with respect thereto in accordance with GAAP or (ii)

with respect to which the failure to pay would not reasonably be expected to result in a Material Adverse Effect.

9.5. Consolidated Corporate Franchises. The Borrower will do, and will cause each Material Subsidiary that is a Restricted Subsidiary to do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence, corporate rights and authority, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect; provided, however, that the Borrower and the Restricted Subsidiaries may consummate any transaction otherwise permitted hereby, including under Section 10.2, 10.3, 10.4 or 10.5.

9.6. Compliance with Statutes, Regulations, Etc. The Borrower will, and will cause each Restricted Subsidiary to, comply with all Applicable Laws applicable to it or its property, including all governmental approvals or authorizations required to conduct its business, and to maintain all such governmental approvals or authorizations in full force and effect, in each case except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

9.7. Lender Calls. The Borrower shall conduct a conference call that Lenders may attend to discuss the financial condition and results of operations of the Borrower and its Restricted Subsidiaries for the most recently ended measurement period for which financial statements have been delivered pursuant to Section 9.1(a) or (b) (beginning with the fiscal quarter of the Borrower ending June 30, 2023), at a date and time to be determined by the Borrower with reasonable advance notice to the Administrative Agent, limited to one conference call per fiscal quarter.

9.8. Maintenance of Properties. The Borrower will, and will cause the Restricted Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition (ordinary wear and tear, casualty and condemnation excepted), except to the extent that the failure to do so would reasonably be expected to have a Material Adverse Effect.

9.9. Transactions with Affiliates . The Borrower will conduct, and cause the Restricted Subsidiaries to conduct, all transactions with any of its or their respective Affiliates (other than (x) any transaction or series of related transactions with an aggregate value that is equal to or less than the greater of (i) $65,000,000 and (ii) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) or (y) transactions between or among (i) the Borrower and the Restricted Subsidiaries or any Person that becomes a Restricted Subsidiary as a result of such transactions and (ii) the Borrower, the Restricted Subsidiaries, any direct or indirect parent of the Borrower, and any of its other Subsidiaries) on terms that are, taken as a whole, not materially less favorable to the Borrower or such Restricted Subsidiary as it would obtain in a comparable arm's-length transaction with a Person that is not an Affiliate (as determined in good faith by the Borrower); provided that the foregoing restrictions shall not apply to:

(a) the payment of customary fees for management, monitoring, consulting, advisory, underwriting, placement and financial services rendered to the Borrower and its Restricted Subsidiaries and customary investment banking fees paid for services rendered to the Borrower and its Restricted Subsidiaries in connection with divestitures, acquisitions, financings and other transactions, whether or not consummated,

(b) transactions permitted by Section 10 (other than Section 10.6(m) and any provision of Section 10 permitting transactions by reference to Section 9.9),

(c) the Transactions and the payment of the Transaction Expenses,

(d) the issuance of Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) to the management of the Borrower (or any direct or indirect parent thereof) or any Subsidiary of the Borrower in connection with the Transactions or pursuant to arrangements described in clause (f) of this Section 9.9,

(e) loans, advances and other transactions between or among the Borrower, any Subsidiary of the Borrower or any joint venture (regardless of the form of legal entity) in which the Borrower or any Subsidiary of the Borrower has invested (and which Subsidiary or joint venture would not be an Affiliate of the Borrower but for the Borrower's or such Subsidiary's Subsidiary ownership of Stock or Stock Equivalents in such joint venture or Subsidiary) to the extent permitted under Section 10,

(f) (i) employment, consulting and severance arrangements between the Borrower and the Restricted Subsidiaries (or any direct or indirect parent of the Borrower) and their respective officers, employees, directors or consultants in the ordinary course of business (including payments, loans and advances in connection therewith) and (ii) issuances of securities, or other payments, awards or grants in cash, securities or otherwise and other transactions pursuant to any equityholder, employee or director equity plan or stock or other equity option plan or any other management or employee benefit plan or agreement, other compensatory arrangement or any stock or other equity subscription, co-invest or equityholder agreement,

(g) payments (i) by the Borrower and the Subsidiaries of the Borrower to any direct or indirect parent of the Borrower in an amount sufficient so as to allow any direct or indirect parent of the Borrower to make when due (but without regard to any permitted deferral on account of financing agreements) any payment pursuant to any Shared Services and Tax Agreements and (ii) by the Borrower (and any direct or indirect parent thereof) and the Subsidiaries of the Borrower pursuant to the Shared Services and Tax Agreements among the Borrower (and any such parent) and the Subsidiaries of the Borrower, to the extent attributable to the ownership or operation of the Borrower and its Subsidiaries; provided that solely in the case of the payment of Taxes of the type described in Section 10.6(d)(i) under a Shared Services and Tax Agreement (and in lieu of making a dividend thereunder as contemplated by Section 10.6(d)(i)), the amount of such payments shall not exceed the amount permitted to be paid as dividends or distributions under Section 10.6(d)(i),

(h) the payment of customary fees and reasonable out of pocket costs to, and indemnities provided on behalf of, directors, managers, consultants, officers and employees of the Borrower (or, to the extent attributable to the ownership of the Borrower and its Restricted Subsidiaries, any direct or indirect parent thereof) and the Subsidiaries of the Borrower,

(i) the payment of indemnities and reasonable expenses incurred by the Permitted Holders and their Affiliates in connection with services provided to the Borrower (or any direct or indirect parent thereof), or any of the Subsidiaries of the Borrower,

(j) the issuance of Stock or Stock Equivalents (other than Disqualified Stock) of the Borrower (or any direct or indirect parent thereof) to a parent entity of the Borrower, any Permitted Holder or to any director, officer, employee or consultant,

(k) any customary transactions with a Receivables Entity effected as part of a Permitted Receivables Financing and any customary transactions with a Securitization Subsidiary effected as part of a Qualified Securitization Financing,

(l) the performance of any and all obligations pursuant to the Shared Services and Tax Agreements (provided that payment obligations shall be subject to Section 9.9(g)) and other ordinary course transactions under the intercompany cash management systems with Affiliates and subleases of property from any Affiliate to the Borrower or any of the Restricted Subsidiaries,

(m) transactions pursuant to permitted agreements in existence on the Closing Date or any amendment, modification, supplement, replacement, extension, renewal or restructuring thereto to the extent such an amendment, modification, supplement, replacement, extension renewal or restructuring (together with any other amendment or supplemental agreements) is not materially adverse, taken as a whole, to the Lenders (in the good faith determination of the Borrower),

(n) transactions in which any direct or indirect parent of the Borrower, the Borrower or any Restricted Subsidiary, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Restricted Subsidiary from a financial point of view or meets the requirements of Section 9.9,

(o) the existence and performance of agreements and transactions with any Unrestricted Subsidiary or Excluded Project Subsidiary that were entered into prior to the designation of a Restricted Subsidiary as such Unrestricted Subsidiary or Excluded Project Subsidiary to the extent that the transaction was permitted at the time that it was entered into with such Restricted Subsidiary and transactions entered into by an Unrestricted Subsidiary or Excluded Project Subsidiary with an Affiliate prior to the redesignation of any such Unrestricted Subsidiary or Excluded Project Subsidiary as a Restricted Subsidiary; provided that (i) such transaction was not entered into in contemplation of such designation or redesignation, as applicable, and (ii) in the case of an Excluded Project Subsidiary, such agreements and transactions comply with the requirements of the definitions of "Non-Recourse Subsidiary" and "Non-Recourse Debt",

(p) Affiliate repurchases of the Loans or Commitments to the extent permitted hereunder and the payments and other transactions reasonably related thereto,

(q) (i) investments by Permitted Holders in securities of the Borrower or any Restricted Subsidiary (and payment of reasonable out-of-pocket expenses incurred by such Permitted Holders in connection therewith) so long as the investment is being offered by the Borrower or such Restricted Subsidiary generally to other investors on the same or more favorable terms, and (ii) payments to Permitted Holders in respect of securities or loans of the Borrower or any Restricted Subsidiary contemplated in the foregoing clause (i) or that were acquired from Persons other than the Borrower and the Restricted Subsidiaries, in each case, in accordance with the terms of such securities or loans; provided, that with respect to securities of the Borrower or any Restricted Subsidiary contemplated in clause (i) above, such investment constitutes less than 10% of the proposed or outstanding issue amount of such class of securities,

(r) transactions constituting any part of a Permitted Reorganization or an IPO Reorganization Transaction,

(s) transactions constituting any part of, or executed in connection with, the Permitted Spin-Out Transactions,

(t) Letters of Credit issued for the direct or indirect benefit of any direct or indirect parent of the Borrower or any Subsidiaries of such direct or indirect parent pursuant to Section 3.1 in reliance on the Available RP/Investment Capacity Amount; and

(u) transactions with a Person (other than an Unrestricted Subsidiary of the Borrower) that is an Affiliate of the Borrower solely because the Borrower owns, directly or through a Restricted Subsidiary, Stock in, or controls, such Person.

9.10. End of Fiscal Years. The Borrower will, for financial reporting purposes, cause each of its, and the Restricted Subsidiaries' fiscal years to end on December 31 of each year (each a "**Fiscal Year**"); provided, however, that the Borrower may, upon written notice to the Administrative Agent change the Fiscal Year with the prior written consent of the Administrative Agent (not to be unreasonably withheld, conditioned, delayed or denied), in which case the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary in order to reflect such change in financial reporting.

9.11. Additional Guarantors and Grantors. Subject to any applicable limitations set forth in the Guarantee, the Security Documents, the Collateral Trust Agreement or any applicable intercreditor agreement and this Agreement (including Section 9.14), the Borrower will cause each direct or indirect wholly-owned Domestic Subsidiary of the Borrower (excluding any Excluded Subsidiary) formed or otherwise purchased or acquired after the Closing Date and each other Domestic Subsidiary of the Borrower that ceases to constitute an Excluded Subsidiary to, within 60 days from the date of such formation, acquisition or cessation (which in the case of any Excluded Subsidiary shall commence on the date of delivery of the certificate required by Section 9.1(c)), as applicable (or such longer period as the Administrative Agent may agree in its reasonable discretion), (i) execute (A) a supplement to each of the Guarantee, the Pledge Agreement and the Security Agreement in order to become a Guarantor under such Guarantee, a pledgor under the Pledge Agreement and a grantor under such Security Agreement, (B) a joinder to the Intercompany Subordinated Note and (C) a joinder to the Collateral Trust Agreement and (ii) take all actions required by the Security Documents to perfect the Liens on the assets of such Domestic Subsidiary (in each case within such time frames as set forth in the applicable Security Document to the extent later than the time frames otherwise set forth in this Section 9.11).

9.12. Pledge of Additional Stock and Evidence of Indebtedness. Subject to any applicable limitations set forth in the Security Documents, the Collateral Trust Agreement and any applicable intercreditor agreement, and other than (x) when in the reasonable determination of the Administrative Agent and the Borrower (as agreed to in writing), the cost, burden or other consequences of doing so would be excessive in view of the benefits to be obtained by the Lenders therefrom or (y) to the extent doing so could result in material adverse tax or regulatory consequences as reasonably determined by the Borrower in consultation with the Administrative Agent, the Borrower will promptly notify the Administrative Agent in writing of any Stock or Stock Equivalents constituting Collateral and issued or otherwise purchased or acquired after the Closing Date and of any Indebtedness in excess of $25,000,000 that is owing to the Borrower or any Subsidiary Guarantor (or Person required to become a Subsidiary Guarantor pursuant to Section 9.11) incurred (individually or in a series of related transactions) after the Closing Date and, in each case, if required pursuant to the Security Documents or reasonably requested by the Administrative Agent, will pledge, and, if applicable, will cause each other Subsidiary Guarantor (or Person required to become a Subsidiary Guarantor pursuant to Section 9.11), to pledge to the Collateral Representative for the benefit of the Secured Bank Parties (in each case, excluding Excluded Collateral), (i) all such Stock and Stock Equivalents, pursuant to a Pledge Agreement or supplement thereto, and (ii) all evidences of such Indebtedness, pursuant to a Pledge Agreement or supplement thereto.

9.13. Use of Proceeds. The Borrower will use (i) the proceeds of the Initial Term B Loans (x) to consummate the Transactions and to pay the Transaction Expenses and (y) for working capital, capital expenditures and general corporate purposes (including acquisitions, Investments, restricted payments and other transactions not prohibited hereunder), (ii) the proceeds of the Initial Term C

Loans (together with cash on hand and other available sources of cash) to cash fund, one or more Term C Collateral Accounts pursuant to Section 3.9 hereof and (iii) the proceeds of the Revolving Loans (a) on the Closing Date, to fund a portion of the Transactions Expenses, (b) on and after the Closing Date, to backstop or replace existing letters of credit or to cash collateralize outstanding letters of credit other than Term Letters of Credit, (c) on or after the Closing Date, for working capital, capital expenditures and general corporate purposes (including acquisitions, Investments, restricted payments and other transactions not prohibited hereunder), and (d) to fund the transactions contemplated by the Plan and for other purposes to be mutually agreed by the Borrower and the Administrative Agent. The Borrower will use Letters of Credit (x) on the Closing Date in order to backstop or replace letters of credit outstanding on the Closing Date (including by "grandfathering" such letters of credit to constitute Letters of Credit) and (y) after the Closing Date, for general corporate purposes and for other transactions not prohibited hereunder.

9.14. Further Assurances.

(a) Subject to the applicable limitations set forth in this Agreement (including Sections 9.11 and 9.12) and the Security Documents, the Collateral Trust Agreement and any applicable intercreditor agreement, the Borrower will, and will cause each other Credit Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents) that may be required under any Applicable Law, or that the Collateral Agent or the Required Lenders may reasonably request, in order to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created by the applicable Security Documents, all at the expense of the Borrower and the Restricted Subsidiaries.

(b) Subject to any applicable limitations set forth in the Security Documents (including in any Mortgage), if any assets (including any Real Estate owned in fee or improvements thereto constituting Collateral with a fair market value equal to or in excess of $20,000,000 (determined at the time of acquisition or contribution thereof)) are acquired by, or contributed to, the Borrower or any Subsidiary Guarantor after the Closing Date (other than assets constituting Collateral under the Security Documents that become subject to the Lien of any Security Document upon acquisition thereof or assets subject to a Lien granted pursuant to Section 10.2(d) or 10.2(g)) that are of the nature secured by any Security Document, the Borrower will promptly notify the Collateral Agent (who shall thereafter notify the Lenders) thereof and, if requested by the Collateral Agent, will cause such assets to be subjected to a Lien securing the applicable Obligations and will take, and cause the other Credit Parties to take, such actions as shall be necessary or reasonably requested by the Collateral Agent (acting at the direction of the Administrative Agent), as soon as commercially reasonable but in no event later than 120 days after the date of such acquisition or contribution, unless extended by the Administrative Agent in its reasonable discretion, to grant and perfect such Liens consistent with the applicable requirements of the Security Documents, including actions described in paragraph (a) of this Section, all at the expense of the Credit Parties.

(c) Any Mortgage delivered to the Collateral Representative in accordance with the preceding clause (b) shall be accompanied by those items set forth in clause (d) that are customary for the type of assets covered by such Mortgage.

(d) With respect to any Mortgaged Property listed on Schedule 1.1(c), within 120 days from the Closing Date and with respect to any other Mortgaged Property, within 120 days after the date of such acquisition or contribution, unless extended by the Administrative Agent in its reasonable discretion, the Borrower will deliver, or cause to be delivered, to the Collateral Representative (i) a

Mortgage with respect to each Mortgaged Property, executed by a duly authorized officer of each obligor party thereto, (ii) a policy or policies of title insurance issued by the Title Company insuring the Lien of each such Mortgage as a valid Lien on the Mortgaged Property described therein, free of any other Liens except as permitted by Section 10.2 or consented to in writing (including via email) by the Collateral Agent (at the direction of the Administrative Agent), in an amount reasonably acceptable to the Collateral Agent (at the direction of the Administrative Agent) (not to exceed the value (as determined by the Borrower acting in good faith) of the Mortgaged Property described therein), together with such endorsements and reinsurance as the Collateral Agent (acting at the direction of the Administrative Agent) may reasonably request, together with evidence reasonably acceptable to the Collateral Agent (at the direction of the Administrative Agent) of payment of all title insurance premiums, search and examination charges, escrow charges and related charges, fees, costs and expenses required for the issuance of the title insurance policies referred to above, (iii) a Survey, to the extent reasonably necessary to satisfy the requirements of clause (ii) above, (iv) all other documents and instruments, including Uniform Commercial Code or other applicable fixture security financing statements, reasonably requested by the Collateral Agent (at the direction of the Administrative Agent acting reasonably) to be filed, registered or recorded to create the Liens intended to be created by any such Mortgage and perfect such Liens to the extent required by, and with the priority required by, such Mortgage shall have been delivered to the Collateral Representative in proper form for filing, registration or recording and (v) written opinions of legal counsel in the states in which each such Mortgaged Property is located in customary form and substance; provided that, with respect to each Mortgaged Property consisting of oil, gas, hydrocarbon or other similar mineral interests or mining properties, the applicable Mortgages will describe the mortgaged mineral interests in the manner customary for the mortgaging of similar mineral interests in similar transactions and there will be no title insurance or Surveys in connection with such Mortgaged Properties. The Borrower, prior to delivery of the Mortgages, will deliver, or cause to be delivered, (i) a completed Federal Emergency Management Agency Standard Flood Determination with respect to each Mortgaged Property, in each case in form and substance reasonably satisfactory to the Administrative Agent and (ii) to the extent such Mortgaged Property is located in a special flood hazard area, an executed borrower notice and evidence of flood insurance with respect to such Mortgaged Property, to the extent and in amounts required by the Flood Laws, in each case in form and substance reasonably satisfactory to the Administrative Agent.

(e) Notwithstanding anything herein to the contrary, if the Borrower and the Collateral Agent (at the direction of the Administrative Agent) mutually agree in their reasonable judgment (confirmed in writing to the Borrower and the Administrative Agent) that the cost or other consequences (including adverse tax, regulatory and accounting consequences) of creating or perfecting any Lien on any property is excessive in relation to the benefits afforded to the Secured Parties thereby, then such property may be excluded from the Collateral for all purposes of the Credit Documents.

(f) Notwithstanding anything herein to the contrary, the Borrower and the Guarantors shall not be required, nor shall the Collateral Agent or Collateral Representative be authorized, (i) to perfect the above-described pledges, security interests and mortgages by any means other than by (A) filings pursuant to the Uniform Commercial Code in the office of the secretary of state (or similar central filing office) of the relevant State(s), (B) intellectual property security agreement “short-form” filings in United States government offices with respect to intellectual property as expressly required herein and under the other Credit Documents, (C) delivery to the Collateral Agent or Collateral Representative, for its possession, of all Collateral consisting of instruments, intercompany notes, stock certificates of the Borrower and its Restricted Subsidiaries, subject to the limitations set forth in the Security Documents or (D) Mortgages required to be delivered pursuant to this Section 9.14, (ii) to enter into any control agreement with

respect to any deposit account, securities account or commodities account or contract (other than in respect of the Term C Collateral Accounts), (iii) to take any action in any non-U.S. jurisdiction or pursuant to the requirements of the laws of any non-U.S. jurisdiction in order to create any security interests or to perfect any security interests, including with respect to any intellectual property registered outside of the United States (it being understood that there shall be no security agreements or pledge agreements governed by the laws of any non-U.S. jurisdiction), (iv) except as expressly set forth above or in any Security Document (including with respect to the Term C Collateral Accounts), to take any other action with respect to any Collateral to perfect through control agreements or to otherwise perfect by "control", (v) to provide any notice to obtain the consent of governmental authorities under the Federal Assignment of Claims Act (or any state equivalent thereof) or (vi) to escrow any source code or register or apply to register any intellectual property.

Notwithstanding the foregoing provisions of this Section 9.14, the Collateral Agent shall not cause the Collateral Representative to enter into, and no Credit Party shall be required to provide, any Mortgage in respect of any Mortgaged Property under this Section 9.14 until the date that occurs forty-five (45) days after the Borrower has delivered to the Collateral Agent and the Administrative Agent, and the Administrative Agent has delivered to the Revolving Lenders (which may be delivered electronically) the following documents in respect of such real property: (i) the a "Life of Loan" Federal Emergency Agency Standard Flood Hazard Determination with respect to each Mortgaged Property (together with notice about special flood hazard area status and flood disaster assistance, duly executed by the applicable Credit Party, and evidence of flood insurance, in the event any such improved Mortgaged Property or portion thereof is located in a special flood hazard area), (ii) if such improved real property is located in a "special flood hazard area", (A) a notification to the applicable Credit Party of that fact and (if applicable) notification to applicable Credit Party that flood insurance coverage is not available and (B) evidence of the receipt by the applicable Credit Party of such notice and (iii) if such notice is required to be provided to the applicable Credit Party and flood insurance is available in the community in which such improved real property is located, evidence of required flood insurance. It is understood and agreed that the applicable Credit Party shall provide the documentation described in clauses (i), (ii) and (iii) above to the Collateral Agent no later than 45 days prior to the deadline to deliver each applicable Mortgage set forth in this Section 9.14.

Notwithstanding anything to the contrary herein or in any other Credit Document, the Administrative Agent may grant extensions of time (including after the expiration of any relevant period, which apply retroactively) for the creation and perfection of security interests in, or obtaining of title insurance, legal opinions, surveys or other deliverables with respect to, particular assets or the provision of any Guaranty by any Restricted Subsidiary, and each Lender hereby consents to any such extension of time.

9.15. Maintenance of Ratings. The Borrower will use commercially reasonable efforts to obtain and maintain (but not maintain any specific rating) a public corporate family and/or corporate credit rating, as applicable, and public ratings in respect of the Term B Loans and Term C Loans provided pursuant to this Agreement, in each case, from at least two of the following: S&P, Moody's and Fitch Ratings, Inc.

9.16. Changes in Business. The Borrower and the Restricted Subsidiaries, taken as a whole, will not fundamentally and substantively alter the character of their business, taken as a whole, from the business conducted by the Borrower and the Restricted Subsidiaries, taken as a whole, on the Closing Date and other business activities which are extensions thereof or otherwise similar, incidental, complementary, synergistic, reasonably related or ancillary to any of the foregoing (and non-core incidental businesses acquired in connection with any Permitted Acquisition or permitted Investment), in each case as determined by the Borrower in good faith.

SECTION 10. Negative Covenants.

The Borrower hereby covenants and agrees that on the Closing Date (immediately after giving effect to the Transactions) and thereafter, until the Total Commitments and all Letters of Credit have terminated (unless such Letters of Credit have been Backstopped, Cash Collateralized or otherwise collateralized on terms and conditions reasonably satisfactory to the applicable L/C Issuer following the termination of the Revolving Commitments or the termination of the Term L/C Commitments and the repayment of the Term C Loans, as the case may be) and the Loans and Unpaid Drawings, together with interest, fees and all other Obligations (other than Hedging Obligations under Secured CA Hedging Agreements, Cash Management Obligations under Secured CA Cash Management Agreement or Contingent Obligations), are paid in full:

10.1. Limitation on Indebtedness. The Borrower will not, and will not permit the Restricted Subsidiaries to, create, incur or assume any Indebtedness. Notwithstanding the foregoing, the limitations set forth in the immediately preceding paragraph shall not apply to any of the following items:

(a) Indebtedness arising under the Credit Documents (including any Indebtedness incurred as permitted by Sections 2.14, 2.15 and 13.1);

(b) subject to compliance with Section 10.5, Indebtedness of the Borrower or any Restricted Subsidiary owed to the Borrower or any Restricted Subsidiary; provided that all such Indebtedness of any Credit Party owed to any Person that is not a Credit Party shall be (x) evidenced by the Intercompany Subordinated Note or (y) otherwise be subject to subordination terms substantially similar to the subordination terms set forth in the Intercompany Subordinated Note or otherwise reasonably acceptable to the Administrative Agent;

(c) Indebtedness in respect of any bankers' acceptance, bank guarantees, letter of credit, warehouse receipt or similar facilities entered into in the ordinary course of business (including in respect of construction and restoration activities and in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims and similar obligations);

(d) subject to compliance with Section 10.5, Guarantee Obligations incurred by (i) Restricted Subsidiaries in respect of Indebtedness of the Borrower or any other Restricted Subsidiary that is permitted to be incurred under this Agreement and (ii) the Borrower in respect of Indebtedness of Restricted Subsidiaries that is permitted to be incurred under this Agreement; provided that (A) if the Indebtedness being guaranteed under this Section 10.1(d) is subordinated to the Obligations, such Guarantee Obligations shall be subordinated to the Guarantee of the Obligations on terms (taken as a whole) at least as favorable to the Lenders as those contained in the subordination of such Indebtedness, and (B) the aggregate principal amount of Guarantee Obligations incurred by Restricted Subsidiaries that are not Subsidiary Guarantors under this clause (d), shall not exceed the greater of (x) $100,000,000 and (y) solely on or after the Q2 2024 Financials Date, 20% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(e) Guarantee Obligations (i) incurred in the ordinary course of business (including in respect of construction or restoration activities) in respect of obligations of (or to) suppliers, customers, franchisees, lessors and licensees, (ii) otherwise constituting Investments permitted by

Section 10.5 (other than Investments permitted by Section 10.5(l) by reference to Section 10.1 and Section 10.5(q)); provided that this clause (ii) shall not be construed to limit the requirements of Section 10.1(b) and (d) or (iii) contemplated by the Plan;

(f) (i) Indebtedness (including Indebtedness arising under Capital Leases) incurred to finance the purchase price, cost of design, acquisition, construction, repair, restoration, replacement, expansion, installation or improvement of fixed or capital assets or otherwise in respect of Capital Expenditures, so long as such Indebtedness, except in the case of Environmental CapEx or Necessary CapEx, is incurred within 270 days of the acquisition, construction, repair, restoration, replacement, expansion, installation or improvement of such fixed or capital assets or incurrence of such Capital Expenditure, (ii) Indebtedness arising under Capital Leases entered into in connection with Permitted Sale Leasebacks and (iii) Indebtedness arising under Capital Leases, other than Capital Leases in effect on the Closing Date and Capital Leases entered into pursuant to subclauses (i) and (ii) above; provided, that the aggregate principal amount of Indebtedness incurred pursuant to this clause (iii) shall not exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding and (iv) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i), (ii) or (iii) above; provided that, except to the extent otherwise permitted hereunder, the principal amount thereof does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus the amounts paid in respect of fees, premiums, costs, and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension plus unused commitments;

(g) Indebtedness permitted to remain outstanding under the Plan, and to the extent the principal amount of such Indebtedness individually exceeds $25,000,000, set forth on Schedule 10.1 and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof; provided that except to the extent otherwise permitted hereunder, in the case of any such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension, (i) the principal amount thereof does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments plus the amounts paid in respect of fees, premiums, costs, and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, or extension, (ii) additional obligors do not guarantee such Indebtedness, (iii) the scheduled maturity date of such Indebtedness is not prior to the maturity date of the debt being refinanced, and (iv) if the Indebtedness being refinanced, or any guarantee thereof, constituted Indebtedness subordinated in right of payment to the Obligations, then such replacement or refinancing Indebtedness, or such guarantee, respectively, shall be subordinated in right of payment to the Obligations to substantially the same extent, taken as a whole;

(h) Indebtedness in respect of Hedging Agreements and letters of credit issued to support Hedging Obligations; provided that, (i) with respect to Commodity Hedging Agreements, such Commodity Hedging Agreements are entered into in the ordinary course of business and

consistent with prudent industry practice irrespective of whether or not any such Commodity Hedging Agreement was speculative or not (in each case, as determined by the Borrower at the time any such agreement was entered into in its reasonable discretion acting in good faith) and (ii) with respect to any Hedging Agreements (other than Commodity Hedging Agreements), are not entered into for speculative purposes (in each case, as determined by the Borrower at the time any such agreement was entered into in its reasonable discretion acting in good faith) or otherwise consistent with prudent industry practice;

(i) (A)(i) the 2023 Notes and any guarantee thereof and (ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above; provided that, except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitment plus the amounts paid in respect of fees, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension and (y) additional obligors with respect to such Indebtedness are not added (B) (i) the Barclays Facility and any guarantees thereof and (ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above, in an aggregate principal amount, together with subclause (i) above, not to exceed $75,000,000 at any one time outstanding;

(j) (i) Indebtedness of a Person or Indebtedness attaching to assets of a Person that, in either case, becomes a Restricted Subsidiary (or is a Restricted Subsidiary that survives a merger with such Person or any of its Subsidiaries) or Indebtedness attaching to assets that are acquired by the Borrower or any Restricted Subsidiary, in each case after the Closing Date as the result of a Permitted Acquisition or other permitted Investment (including through merger or consolidation); provided that (x) such Indebtedness existed at the time such Person became a Subsidiary of the Borrower or at the time such assets were acquired and, in each case, was not created in anticipation thereof and (y) such Indebtedness is not guaranteed in any respect by the Borrower or any Restricted Subsidiary (other than by any such Person that so becomes a Restricted Subsidiary or is the survivor of a merger with such Person or any of its Subsidiaries), unless such Guarantee Obligations is separately permitted under this Section 10.1;

(ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above; provided that, except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments, plus amounts paid in respect of fees, premiums, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension, (y) additional obligors do not guarantee such Indebtedness and (z) if the Indebtedness being refinanced, or any guarantee thereof, constituted Indebtedness subordinated in right of payment to the Obligations, then such replacement or refinancing Indebtedness, or such guarantee, respectively, shall be subordinated in right of payment to the Obligations to substantially the same extent, taken as a whole;

(k) (i) Permitted Other Debt and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof, in each case assumed or incurred for any purpose, including to finance a Permitted Acquisition, other permitted Investments or Capital Expenditures and Indebtedness of Restricted Subsidiaries that otherwise meets the requirements of the definition of Permitted Other Debt except for the fact that it is incurred by a non-Credit Party; provided that if such Indebtedness is incurred or assumed by a Restricted Subsidiary that is not a Credit Party, such Indebtedness is not guaranteed in any respect by the Borrower or any other Guarantor except as permitted under Section 10.5;

(i i) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above (which may be Permitted Other Notes or Permitted Other Loans); provided that, except to the extent otherwise expressly permitted hereunder, (x) the principal amount of any such Indebtedness does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments plus amounts paid in respect of fees, premiums, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension, (y) additional obligors do not guarantee such Indebtedness (unless such additional obligors are also (or will simultaneously therewith become) Guarantors hereunder) and (z) such Indebtedness complies with the requirements of the definition of "Permitted Other Loans" or "Permitted Other Notes", as applicable, except, in the case of Indebtedness of Restricted Subsidiaries, where such Indebtedness fails to meet the requirement that it be incurred by a Credit Party; and

(iii) the aggregate principal amount of Indebtedness incurred or assumed under this Section 10.1(k) (A) shall not exceed (i) amounts available under clause (1) of the definition of "Maximum Incremental Facilities Amount", plus (ii) additional amounts if, on a Pro Forma Basis after giving effect to the incurrence of such Indebtedness and the application of proceeds thereof and, if applicable, the Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), (x) in the case of Indebtedness secured by Liens on the Collateral that rank *pari passu* with the Liens securing the Term B Loans, Term C Loans and Revolving Loans, the Consolidated First Lien Net Leverage Ratio (calculated on a Pro Forma Basis) is no greater than (i) at any time prior to the Q2 2024 Financials Date, 2.00:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.50:1.00 (or, to the extent incurred or assumed in connection with a Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), , the Consolidated First Lien Net Leverage Ratio (on a Pro Forma Basis for such transaction and the incurrence of such Indebtedness) shall not be higher than the greater of the (x) Consolidated First Lien Net Leverage Ratio set forth in the immediately preceding clause (i) or (ii), as applicable, and (y) the Consolidated First Lien Net Leverage Ratio immediately prior to such Permitted Acquisition, permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction")), (y) in the case of Indebtedness secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Credit Facilities, the Consolidated Secured Net Leverage Ratio (calculated on a Pro Forma Basis) is no greater than (i) at any time prior to the Q2 2024 Financials Date, 2.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.00:1.00 (or, to the extent incurred or assumed in connection with a Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), the Consolidated Secured Net Leverage

Ratio (on a Pro Forma Basis for such transaction and the incurrence of such Indebtedness) shall not be higher than the greater of the (x) Consolidated Secured Net Leverage Ratio set forth in the immediately preceding clause (i) or (ii), as applicable, and (y) the Consolidated Secured Net Leverage Ratio immediately prior to such Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction")) and (z) in the case of unsecured Indebtedness or Indebtedness secured only by Liens on assets that do not constitute Collateral, the Consolidated Total Net Leverage Ratio (calculated on a Pro Forma Basis) is no greater than (i) at any time prior to the Q2 2024 Financials Date, 3.25:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.75:1.00 (or, to the extent incurred or assumed in connection with a Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), the Consolidated Total Net Leverage Ratio (on a Pro Forma Basis for such transaction and the incurrence of such Indebtedness) shall not be higher than the greater of the (x) Consolidated Total Net Leverage Ratio set forth in the immediately preceding clause (i) or (ii), as applicable, and (y) the Consolidated Total Net Leverage Ratio immediately prior to such Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction")) and (B) by Restricted Subsidiaries that are not Subsidiary Guarantors, when combined with the total principal amount of Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors pursuant to Section 10.1(y), shall not exceed the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding; and

(iv) if such Permitted Other Debt incurred (and for the avoidance of doubt, not "assumed") pursuant to this clause (k) is a term loan that ranks pari passu in right of security with the Initial Term B Loans or Initial Term C Loans, as applicable, as to payment and security, the Initial Terms Loans shall be subject to the adjustment (if applicable) set forth in the proviso to Section 2.14(d)(iv) as if such Permitted Other Debt were an Incremental Term B Loan incurred hereunder;

(l) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations not in connection with money borrowed, in each case provided in the ordinary course of business (including in respect of construction or restoration activities) or consistent with past practice or in respect of coal mine reclamation, including those incurred to secure health, safety and environmental obligations in the ordinary course of business (including in respect of construction or restoration activities) or consistent with past practice;

(m) (i) Indebtedness incurred in connection with any Permitted Sale Leaseback and (ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above; provided that, except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitment plus the amounts paid in respect of fees, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension and (y) additional obligors with respect to such Indebtedness are not added;

(n) (i) additional Indebtedness and (ii) any modification, replacement, refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (i) above; provided that the aggregate principal amount of Indebtedness incurred or issued pursuant to this Section 10.1(n) shall not exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(o) Indebtedness secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Credit Facilities; provided that the aggregate principal amount of Indebtedness permitted under this clause (o) shall not exceed the greater of (x) $100,000,000 and (y) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time;

(p) Cash Management Obligations and other Indebtedness in respect of overdraft facilities, employee credit card programs, netting services, automatic clearinghouse arrangements and other cash management and similar arrangements in the ordinary course of business;

(q) (i) Indebtedness incurred in the ordinary course of business in respect of obligations of the Borrower or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services, including turbines, transformers and similar equipment and (ii) Indebtedness in respect of intercompany obligations of the Borrower or any Restricted Subsidiary with the Borrower or any Restricted Subsidiary of the Borrower in respect of accounts payable incurred in connection with goods sold or services rendered in the ordinary course of business and not in connection with the borrowing of money;

(r) Indebtedness arising from agreements of the Borrower or any Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations (including earn-outs), in each case entered into in connection with Permitted Acquisitions, other Investments and the Disposition of any business, assets or Stock or Stock Equivalents permitted hereunder;

(s) Indebtedness of the Borrower or any Restricted Subsidiary consisting of (i) financing of insurance premiums or (ii) take or pay obligations contained in supply agreements, in each case arising in the ordinary course of business (including in respect of construction or restoration activities);

(t) Indebtedness representing deferred compensation, or similar arrangement, to employees, consultants or independent contractors of the Borrower (or, to the extent such work is done for the Borrower or its Subsidiaries, any direct or indirect parent thereof) and the Restricted Subsidiaries incurred in the ordinary course of business;

(u) Indebtedness consisting of promissory notes issued by any Credit Party to current or former officers, managers, consultants, directors and employees (or their respective spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees) to finance the purchase or redemption of Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) permitted by Section 10.6(b);

(v) Indebtedness consisting of obligations of the Borrower and the Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person

in connection with the Transactions and Permitted Acquisitions or any other Investment permitted hereunder;

(w) Indebtedness in respect of (i) Permitted Receivables Financings owed by a Receivables Entity or Qualified Securitization Financings owed by a Securitization Subsidiary and (ii) accounts receivable factoring facilities in the ordinary course of business; provided that the aggregate principal amount of Receivables Indebtedness pursuant to this clause (w) shall not exceed the greater of (x) $250,000,000 and (y) solely on or after the Q2 2024 Financials Date, 45% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at any time outstanding;

(x) [reserved];

(y) Indebtedness in respect of (i) Permitted Other Debt issued or incurred for cash to the extent that the Net Cash Proceeds therefrom are applied to the prepayment of, at the Borrower's option as to the allocation among any and all of the following Classes: (A) Term B Loans in the manner set forth in Section 5.2(a)(iii)(A), (B) at the Borrower's option, Revolving Loans, Additional Revolving Loans and/or Extended Revolving Loans (accompanied by a permanent reduction in the Revolving Commitments, Additional Revolving Commitments or Extended Revolving Commitments, as applicable, in the amount of the Net Cash Proceeds allocated to the prepayment of such Revolving Loans, Additional Revolving Loans and/or Extended Revolving Loans) in the manner set forth in Section 5.2(a)(iii)(A), and/or (C) Term C Loans in the manner set forth in Section 5.2(a)(iii)(A), (ii) Permitted Other Loans incurred under Replacement Revolving Commitments, (iii) other Permitted Other Debt; provided that if such Permitted Other Debt incurred pursuant to this clause (iii) is a term loan that ranks pari passu in right of security with the Initial Term B Loans as to payment and security, the Initial Terms Loans shall be subject to the adjustment (if applicable) set forth in the proviso to Section 2.14(d)(iv) as if such Permitted Other Debt were an Incremental Term B Loan incurred hereunder, and (iv) any refinancing, refunding, renewal or extension of any Indebtedness specified in subclauses (i), (ii) and (iii) above; provided that in the case of this clause (iv), except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such refinancing, refunding, renewal or extension (except for any original issue discount thereon and the amount of fees, expenses and premium in connection with such refinancing) and (y) such Indebtedness otherwise complies the definition of Permitted Other Loans (in the case of Indebtedness in the form of loans) or the definition of Permitted Other Notes (in the case of Indebtedness in the form of notes) (it being understood that Permitted Other Loans may be refinanced by Permitted Other Notes and Permitted Other Notes may be refinanced by Permitted Other Loans); provided further that the aggregate principal amount of any such Indebtedness incurred under preceding clauses (iii) and (iv) (in respect of Indebtedness incurred in reliance on preceding clause (iii)) shall not exceed, when combined with the aggregate principal amount of any Incremental Term B Loans, any Incremental Term C Loans and any Incremental Revolving Commitments that have been incurred or provided in reliance on Section 2.14, the Maximum Incremental Facilities Amount; provided, further, that the aggregate principal amount of Indebtedness incurred in reliance on this clause (y), when combined with the total principal amount of Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors pursuant to Section 10.1(k), shall not exceed the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time; provided that if such Indebtedness is incurred by a Restricted Subsidiary that is not a Credit Party, such Indebtedness is not guaranteed in any respect by the Borrower or any other Guarantor except as permitted under

Section 10.5; provided that in the case of any Indebtedness incurred in reliance on clause (iii) above, (x) other than as described in the immediately succeeding clause (y), no Event of Default shall exist on such date of incurrence immediately before or immediately after giving effect to such Indebtedness or (y) if such Indebtedness is being provided in connection with a Limited Condition Transaction, then no Event of Default under Section 11.1 or Section 11.5 shall exist on such date.

(z) (i) Indebtedness in respect of Permitted Debt Exchange Notes incurred pursuant to a Permitted Debt Exchange in accordance with Section 2.17 (and which does not generate any additional proceeds) and (ii) any refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (i) above; provided that except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension (except for any original issue discount thereon and the amount of fees, expenses and premium in connection with such refinancing) and (y) such Indebtedness otherwise complies with the definition of "Permitted Other Notes";

(aa) Indebtedness in a principal amount not to exceed the Applicable Equity Amount;

(bb) Indebtedness incurred to finance Necessary CapEx; provided that prior to the incurrence of any Indebtedness to finance Necessary CapEx, the Borrower shall deliver to the Administrative Agent an Officer's Certificate designating such Indebtedness as Necessary CapEx Debt;

(cc) [reserved];

(dd) intercompany Indebtedness among the Borrower and its Subsidiaries constituting any part of any Permitted Reorganization;

(ee) to the extent constituting Indebtedness, customer deposits and advance payments (including progress payments) received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(ff) (i) Indebtedness of the Borrower or any Restricted Subsidiary supported by a letter of credit, in a principal amount not in excess of the available balance of such letter of credit so long as such letter of credit is otherwise permitted to be incurred pursuant to this Section 10.1 or (ii) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of the Borrower or any Subsidiary of the Borrower in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than the United States;

(gg) Indebtedness owing to the seller of any business or assets permitted to be acquired by the Borrower or any Restricted Subsidiary under this Agreement; provided that the aggregate principal amount of Indebtedness permitted under this clause (gg) shall not exceed the greater of (x) $65,000,000 and (y) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time;

(hh) obligations in respect of Disqualified Stock and Preferred Stock in an amount not to exceed the greater of (x) $65,000,000 and (y) solely on or after the Q2 2024 Financials Date,

15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time;

(ii) Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors under this clause (ii) not to exceed the greater of (x) $100,000,000 and (y) solely on or after the Q2 2024 Financials Date, 20% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(jj) Non-Recourse Debt;

(kk) Environmental CapEx Debt; provided that prior to the incurrence of any Environmental CapEx Debt, the Borrower shall deliver to the Administrative Agent an Officer's Certificate designating such Indebtedness as Environmental CapEx Debt;

(ll) the incurrence by the Borrower or any Restricted Subsidiary of one or more credit facilities (which shall be in the form of credit default swap-collateralized facilities, letter of credit facilities, or other revolving credit facilities) in an aggregate principal amount at any time outstanding not to exceed the greater of (A) $200,000,000 and (B) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA;

(mm) Indebtedness incurred in connection with a Permitted Spin Out Transaction; and

(nn) all premiums (if any), interest (including post-petition interest), fees, expenses, charges, and additional or contingent interest on obligations described in clauses (a) through (mm) above.

For purposes of determining compliance with this Section 10.1, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in the proviso to the first paragraph of this Section 10.1 and clauses (a) through (nn) above, the Borrower shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such item of Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness in one or more of the above paragraph or clauses; provided that all Indebtedness outstanding under the Credit Documents will be deemed at all times to have been incurred in reliance only on the exception in clause (a) of Section 10.1.

Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock will not be deemed to be an incurrence or issuance of Indebtedness, Disqualified Stock or Preferred Stock for purposes of this covenant.

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the principal amount of Indebtedness denominated in another currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in another currency, and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (i) the principal amount of such Indebtedness being refinanced (*plus* unused commitments thereunder) *plus* (ii) the aggregate amount of accrued interest, premiums (including call and tender premiums), defeasance

costs, underwriting discounts, fees, commissions, costs and expenses (including original issue discount, upfront fees and similar items) incurred in connection with such refinancing.

The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

This Agreement will not treat (1) unsecured Indebtedness as subordinated or junior to secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral.

10.2. Limitation on Liens. The Borrower will not, and will not permit the Restricted Subsidiaries to, create, incur or assume any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of the Borrower or such Restricted Subsidiary, whether now owned or hereafter acquired, except:

(a) Liens arising under (i) the Credit Documents securing the Obligations and (ii) the Security Documents and the Permitted Other Debt Documents securing Permitted Other Debt Obligations permitted to be incurred under Section 10.1(k), (y) or (z); provided that, (A) in the case of Liens securing Permitted Other Debt Obligations that constitute First Lien Obligations pursuant to subclause (ii) above and whose collateral package is identical to the Collateral (subject to exceptions set forth in the Security Documents), (I) the applicable Permitted Other Debt Secured Parties (or a representative thereof on behalf of such holders) shall have delivered to the Collateral Representative a joinder to the Collateral Trust Agreement or, if the Collateral Trust Agreement has been terminated, shall have (1) entered into the First Lien Intercreditor Agreement (or, if already in effect, a joinder thereto) and (2) delivered to the Collateral Representative an Additional First Lien Secured Party Consent (as defined in the Security Agreement), and an Additional First Lien Secured Party Consent (as defined in the Pledge Agreement) or (II) the Borrower shall have complied with the other requirements of Section 8.16 of the Security Agreement with respect to such Permitted Other Debt Obligations, and if applicable, the applicable Permitted Other Debt Secured Parties (or a representative thereof on behalf of such holders) shall enter into security documents with terms and conditions not materially less favorable to the Secured Bank Parties than the terms and conditions of the Security Documents, a joinder to the Collateral Trust Agreement and, if the Collateral Trust Agreement has been terminated, the First Lien Intercreditor Agreement (or a joinder thereto or an intercreditor agreement reasonably acceptable to the Administrative Agent and the Collateral Representative) and (B) in the case of Liens securing Permitted Other Debt Obligations that do not constitute First Lien Obligations pursuant to subclause (ii) above, the applicable Permitted Other Debt Secured Parties (or a representative thereof on behalf of such holders) shall have entered into the Junior Lien Intercreditor Agreement (or a joinder thereto) (it being understood and agreed that (x) without any further consent of the Lenders, the Administrative Agent, the Collateral Agent and the Collateral Trustee shall be authorized to negotiate, execute and deliver on behalf of the Secured Parties the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement or any other intercreditor agreement contemplated by, or to effect the provisions of, this Section 10.2(a) and (y) for the avoidance of doubt, the Liens created for the benefit of the Revolving L/C Issuers as contemplated by Section 3.8(c) are permitted by this Section 10.2(a));

(b) Liens on the Collateral securing obligations under Secured Cash Management Agreements, Secured Hedging Agreements and letters of credit issued to support Hedging Obligations;

(c) Permitted Liens;

(d) Liens securing Indebtedness permitted pursuant to Section 10.1(f); provided that (x) except with respect to any Indebtedness incurred in connection with Environmental CapEx or Necessary CapEx, such Liens attach concurrently with or within two hundred and seventy (270) days after completion of the acquisition, construction, repair, restoration, replacement, expansion, installation or improvement (as applicable) of the property subject to such Liens and (y) except as otherwise permitted hereby, such Liens attach at all times only to the assets so financed except (1) for accessions to the property financed with the proceeds of such Indebtedness and the proceeds and the products thereof and (2) that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(e) (i) Liens permitted to remain outstanding under the Plan and (ii) Liens existing on the Closing Date; provided that any Lien securing Indebtedness or other obligations with a principal amount in excess of $25,000,000 individually shall only be permitted to the extent such Lien is listed on Schedule 10.2;

(f) the supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal of any Lien permitted by clause (a)(ii), clause (e), clause (g), clause (i), clause (v) and clause (ee) of this Section 10.2 upon or in the same assets theretofore subject to such Lien (or upon or in after-acquired property that is affixed or incorporated into the property covered by such Lien and accessions thereto or any proceeds or products thereof) or the supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal (without increase in the amount or change in any obligor, except to the extent otherwise permitted hereunder) of the Indebtedness or other obligations secured thereby (including any unused commitments), to the extent such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal is permitted by Section 10.1; provided that in the case of any such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal of any Lien permitted by clause (a)(ii), clause (v) and clause (ee) of this Section 10.2, the requirements set forth in the proviso to clause (a)(ii), clause (v) or subclause (ii) of clause (ee), as applicable, shall have been satisfied;

(g) Liens existing on the assets of any Person that becomes a Restricted Subsidiary (or is a Restricted Subsidiary that survives a merger with such Person or any of its Subsidiaries) pursuant to a Permitted Acquisition or other permitted Investment or the designation of an Unrestricted Subsidiary as a Restricted Subsidiary or existing on assets acquired after the Closing Date, to the extent the Liens on such assets secure Indebtedness permitted by Section 10.1; provided that such Liens (i) are not created or incurred in connection with, or in contemplation of, such Person becoming such a Restricted Subsidiary or such assets being acquired and (ii) attach at all times only to the same assets to which such Liens attached and after-acquired property, property that is affixed or incorporated into the property covered by such Lien and accessions thereto and products and proceeds thereof, after-acquired property subject to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, and the proceeds and the products thereof and customary security deposits in respect

thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment financed by such lender, it being understood that such requirement to pledge such after-acquired property shall not be permitted to apply to any such after-acquired property to which such requirement would not have applied but for such acquisition) except as otherwise permitted hereunder, and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof permitted by Section 10.1;

(h) Liens securing incurring Indebtedness incurred pursuant to Section 10.1(i);

(i) Liens securing Indebtedness or other obligations (i) of the Borrower or any Restricted Subsidiary in favor of a Credit Party and (ii) of any other Restricted Subsidiary that is not a Credit Party in favor of any other Restricted Subsidiary that is not a Credit Party;

(j) Liens (i) of a collecting bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) or attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, and (iii) in favor of banking or other financial institutions or other electronic payment service providers arising as a matter of law or customary contract encumbering deposits, including deposits in "pooled deposit" or "sweep" accounts (including the right of set-off) and which are within the general parameters customary in the banking or finance industry;

(k) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 10.5 to be applied against the purchase price for such Investment and (ii) consisting of an agreement to sell, transfer, lease or otherwise dispose of any property in a transaction permitted under Section 10.4, in each case, solely to the extent such Investment or sale, disposition, transfer or lease, as the case may be, would have been permitted on the date of the creation of such Lien;

(l) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale or purchase of goods entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business (including in respect of construction or restoration activities) permitted by this Agreement;

(m) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 10.5;

(n) any amounts held by a trustee in the funds and accounts under an indenture securing any revenue bonds issued for the benefit of the Borrower or any Restricted Subsidiary;

(o) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and the Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business;

(p) Liens (a) on any cash earnest money deposits or cash advances made by the Borrower or any of the Restricted Subsidiaries in connection with any letter of intent or purchase

agreement permitted under this Agreement, (b) on other cash advances in favor of the seller of any property to be acquired in an Investment or other acquisition permitted hereunder to be applied against the purchase price for such Investment or other acquisition or (c) consisting of an agreement to dispose of any property pursuant to a disposition permitted hereunder (or reasonably expected to be so permitted by the Borrower at the time such Lien was granted);

(q) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(r) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of commercial letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods in the ordinary course of business or consistent with past practice;

(s) Liens securing Non-Recourse Debt of an Excluded Project Subsidiary on the assets (and the income and proceeds therefrom) of such Excluded Project Subsidiary that are developed, operated and/or constructed with the proceeds of (A) such Non-Recourse Debt or investments in such Non-Recourse Subsidiary; or (B) Non-Recourse Debt or investments referred to in clause (A) refinanced in whole or in part by such Non-Recourse Debt;

(t) additional Liens on assets of any Restricted Subsidiary that is not a Credit Party securing Indebtedness of any Restricted Subsidiary that is not a Credit Party permitted pursuant to Section 10.1 (or other obligations of any Restricted Subsidiary that is not a Credit Party not constituting Indebtedness);

(u) Liens in respect of Permitted Sale Leasebacks;

(v) Liens securing incurring Indebtedness incurred pursuant to Section 10.1(o); provided that any Liens on the Collateral shall rank junior to the Lien on the Collateral securing the Obligations and the holder(s) of such Liens (or a representative thereof) shall have entered into the Collateral Trust Agreement, the Junior Lien Intercreditor Agreement and/or other intercreditor agreements or arrangements that reflect market terms or are otherwise reasonably acceptable to the Administrative Agent and the Borrower, as applicable;

(w) rights reserved to or vested in others to take or receive any part of, or royalties related to, the power, gas, oil, coal, lignite or other minerals or timber generated, developed, manufactured or produced by, or grown on, or acquired with, any property of the Borrower and the Restricted Subsidiaries and Liens upon the production from property of power, gas, oil, coal, lignite or other minerals or timber, and the by-products and proceeds thereof, to secure the obligations to pay all or a part of the expenses of exploration, drilling, mining or development of such property only out of such production or proceeds;

(x) Liens arising out of all presently existing and future division and transfer orders, advance payment agreements, processing contracts, gas processing plant agreements, operating agreements, gas balancing or deferred production agreements, pooling, unitization or communitization agreements, pipeline, gathering or transportation agreements, platform agreements, drilling contracts, injection or repressuring agreements, cycling agreements, construction agreements, shared facilities agreements, salt water or other disposal agreements, leases or rental agreements, farm-out and farm-in agreements, exploration and development agreements, and any and all other contracts or agreements covering, arising out of, used or useful

in connection with or pertaining to the exploration, development, operation, production, sale, use, purchase, exchange, storage, separation, dehydration, treatment, compression, gathering, transportation, processing, improvement, marketing, disposal or handling of any property of the Borrower and the Restricted Subsidiaries; provided that such agreements are entered into in the ordinary course of business (including in respect of construction or restoration activities);

(y) any restrictions on any Stock or Stock Equivalents or other joint venture interests of the Borrower or any Restricted Subsidiary providing for a breach, termination or default under any owners, participation, shared facility, joint venture, stockholder, membership, limited liability company or partnership agreement between such Person and one or more other holders of such Stock or Stock Equivalents or interest of such Person, if a security interest or other Lien is created on such Stock or Stock Equivalents or interest as a result thereof and other similar Liens;

(z) Liens resulting from any customary provisions limiting the disposition or distribution of assets or property (including without limitation Stock) or any related restrictions thereon in joint venture, partnership, membership, stockholder and limited liability company agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, including owners', participation or similar agreements governing projects owned through an undivided interest; provided, however, that any such limitation is applicable only to the assets that are the subjects of such agreements;

(aa) Liens and other exceptions to title, in either case on or in respect of any facilities of the Borrower or any Restricted Subsidiary, arising as a result of any shared facility agreement entered into with respect to such facility, except to the extent that any such Liens or exceptions, individually or in the aggregate, materially adversely affect the value of the relevant property or materially impair the use of the relevant property in the operation of business the Borrower and the Restricted Subsidiaries, taken as a whole;

(bb) Liens on cash and Permitted Investments (i) deposited by the Borrower or any Restricted Subsidiary in margin accounts with or on behalf of brokers, credit clearing organizations, ISOs, RTOs, pipelines, state agencies, federal agencies, futures contract brokers, customers, trading counterparties, or any other parties or issuers of surety bonds or (ii) pledged or deposited as collateral by the Borrower or any Restricted Subsidiary with any of the entities described in clause (i) above to secure their respective obligations, in the case of each of clauses (i) and (ii) above, with respect to: (A) any contracts and transactions for the purchase, sale, exchange of, or the option (whether physical or financial) to purchase, sell or exchange (1) natural gas, (2) electricity, (3) coal, (4) petroleum-based liquids, (5) oil, (6) nuclear fuel (including enrichment and conversion), (7) emissions or other environmental credits, (8) waste byproducts, (9) weather, (10) power and other generation capacity, (11) heat rate, (12) congestion, (13) renewal energy credit or (14) any other energy-related commodity or services or derivative (including ancillary services and related risk (such as location basis) or weather-related risk); (B) any contracts or transactions for the purchase, processing, transmission, transportation, distribution, sale, lease, hedge or storage of, or any other services related to any commodity or service identified in subparts (1) - (14) above, including any capacity agreement; (C) any financial derivative agreement (including but not limited to swaps, options or swaptions) related to any commodity identified in subparts (1) - (14) above, or to any interest rate or currency rate management activities; (D) any agreement for membership or participation in an organization that facilitates or permits the entering into or clearing of any Netting Agreement, any insurance or self-insurance arrangements or any agreement described in this Section 10.2(bb); (E) any agreement combining part or all of a Netting Agreement or part or all of any of the agreements described in this Section 10.2(bb); (F) any document relating to any

agreement described in this Section 10.2(bb) that is filed with a Governmental Authority and any related service agreements; or (G) any commercial or trading agreements, each with respect to, or involving the purchase, transmission, distribution, sale, lease or hedge of, any energy, generation capacity or fuel, or any other energy related commodity or service, price or price indices for any such commodities or services or any other similar derivative agreements, and any other similar agreements (such agreements described in clauses (A) through (G) of this Section 10.2(bb) being collectively, "**Permitted Contracts**"), Netting Agreements, Hedging Agreements and letters of credit supporting Permitted Contracts, Netting Agreements and Hedging Agreements;

(cc) additional Liens on assets that do not constitute Collateral prior to the creation of such Liens, so long as the Credit Facilities hereunder are equally and ratably secured thereby and otherwise subject to intercreditor agreements or arrangements that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Collateral Agent (at the direction of the Administrative Agent);

(dd) Liens securing Indebtedness permitted to be incurred pursuant to Section 10.1(x), (ll) and (mm);

(ee) additional Liens, so long as (i)(x) with respect to Indebtedness that is secured by Liens on a *pari passu* basis with any Liens securing the Initial Credit Facilities (without regard to control of remedies), immediately after the incurrence thereof, on a Pro Forma Basis, the Consolidated First Lien Net Leverage Ratio does not exceed (i) at any time prior to the Q2 2024 Financials Date, 2.00:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.50:1.00, and (y) with respect to Indebtedness that is secured by Liens that are junior in right of security to the Liens securing any Initial Credit Facilities, immediately after the incurrence thereof, on a Pro Forma Basis, the Consolidated Secured Net Leverage Ratio does not exceed (i) at any time prior to the Q2 2024 Financials Date, 2.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.00:1.00, and (ii) the holder(s) of such Liens (or a representative thereof) shall have entered into the Collateral Trust Agreement or, if the Collateral Trust Agreement has been terminated, the First Lien Intercreditor Agreement (in the case of subclause (i)(x)), the Junior Lien Intercreditor Agreement (in the case of subclause (i)(y)) or other intercreditor agreements or arrangements that reflect market terms or are otherwise reasonably acceptable to the Administrative Agent and the Borrower;

(ff) additional Liens, so long as the aggregate principal amount of obligations secured thereby at any time outstanding does not exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance; provided that any Liens on the Collateral may (at the Borrower's election) rank *pari passu* or junior to the Lien on the Collateral securing the Obligations in which case, the holder(s) of such Liens (or a representative thereof) shall have entered into the Collateral Trust Agreement, the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement and/or other intercreditor agreements or arrangements that reflect market terms or are otherwise reasonably acceptable to the Administrative Agent and the Borrower, as applicable;

(gg) Liens to secure Indebtedness or other obligations incurred to finance Necessary CapEx that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Indebtedness;

(hh) Liens to secure Environmental CapEx Debt that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Environmental CapEx Debt; and

(ii) Liens to secure obligations to vendors or suppliers covering the assets sold or supplied by such vendors or suppliers, including Liens to secure Indebtedness or other obligations (including Capitalized Lease Obligations) permitted by this Agreement covering only the assets acquired with or financed by such Indebtedness; provided that individual financings provided by one lender may be cross collateralized to other financings provided by such lender.

10.3. Limitation on Fundamental Changes. Except as permitted by Section 10.5, (i) the Borrower will not, and will not permit the Restricted Subsidiaries to, consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution) and (ii) the Borrower will not, and will not permit the Restricted Subsidiaries to, convey, sell, lease, assign, transfer or otherwise consummate the disposition of, all or substantially all of the business units, assets or other properties of the Borrower and its Restricted Subsidiaries, taken as a whole, except that:

(a) so long as both before and after giving effect to such transaction, no Event of Default has occurred and is continuing or would result therefrom, any Subsidiary of the Borrower or any other Person may be merged, amalgamated or consolidated with or into the Borrower; provided that (A) the Borrower shall be the continuing or surviving company or (B) if the Person formed by or surviving any such merger, amalgamation or consolidation is not the Borrower (such other Person, the "**Successor Borrower**"), (1) the Successor Borrower (if other than the Borrower) shall be an entity organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof, (2) the Successor Borrower (if other than the Borrower) shall expressly assume all the obligations of the Borrower under this Agreement and the other Credit Documents pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent, (3) each Guarantor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Guarantee confirmed that its guarantee thereunder shall apply to any Successor Borrower's obligations under this Agreement, (4) each grantor and each pledgor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Security Agreement or the Pledge Agreement, as applicable, affirmed that its obligations thereunder shall apply to its Guarantee as reaffirmed pursuant to clause (3), (5) each mortgagor of a Mortgaged Property, unless it is the other party to such merger or consolidation, shall have affirmed that its obligations under the applicable Mortgage shall apply to its Guarantee as reaffirmed pursuant to clause (3), and (6) the Successor Borrower shall have delivered to the Administrative Agent an Officer's Certificate stating that such merger or consolidation and such supplements preserve the enforceability of this Agreement and the Guarantee and the perfection and priority of the Liens under the applicable Security Documents;

(b) so long as no Event of Default has occurred and is continuing, or would result therefrom, any Subsidiary of the Borrower or any other Person (in each case, other than the Borrower) may be merged, amalgamated or consolidated with or into any one or more Subsidiaries of the Borrower; provided that (i) in the case of any merger, amalgamation or consolidation involving one or more Restricted Subsidiaries, (A) a Restricted Subsidiary shall be the continuing or surviving Person or (B) the Borrower shall cause the Person formed by or surviving any such merger, amalgamation or consolidation (if other than a Restricted Subsidiary) to become a Restricted Subsidiary, (ii) in the case of any merger, amalgamation or consolidation involving one or more Guarantors, a Guarantor shall be the continuing or surviving Person or the Person formed

by or surviving any such merger, amalgamation or consolidation (if other than a Guarantor) shall execute a supplement to the Guarantee and the relevant Security Documents each in form and substance reasonably satisfactory to the Administrative Agent in order to become a Guarantor and pledgor, mortgagor and grantor, as applicable, thereunder for the benefit of the Secured Bank Parties and to acknowledge and agree to the terms of the Intercompany Subordinated Note, and (iii) Borrower shall have delivered to the Administrative Agent an officers' certificate stating that such merger, amalgamation or consolidation and any such supplements to the Guarantee and any Security Document preserve the enforceability of the Guarantee and the perfection and priority of the Liens under the applicable Security Documents to the extent otherwise required;

(c) any Permitted Reorganization or Permitted Spin Out Transaction, an IPO Reorganization Transaction, IPOCo Transactions, the Transactions and any transactions as contemplated by the Plan may be consummated;

(d) any Restricted Subsidiary that is not a Credit Party may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Borrower or any other Restricted Subsidiary;

(e) the Borrower or any Subsidiary of the Borrower may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to any Credit Party; provided that the consideration for any such disposition by any Person other than a Guarantor shall not exceed the fair value of such assets;

(f) any Restricted Subsidiary may liquidate or dissolve if (i) the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders and (ii) to the extent such Restricted Subsidiary is a Credit Party, any assets or business of such Restricted Subsidiary not otherwise disposed of or transferred in accordance with Section 10.4 or 10.5, or in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, a Credit Party after giving effect to such liquidation or dissolution;

(g) the Borrower or any Restricted Subsidiary may change its legal form, so long as (i) no Event of Default has occurred and is continuing or would result therefrom and (ii) the Liens granted pursuant to any Security Documents to which such Person is a party remain perfected and in full force and effect, to the extent otherwise required hereby;

(h) any merger, consolidation or amalgamation the purpose and only substantive effect of which is to reincorporate or reorganize the Borrower or any Restricted Subsidiary in a jurisdiction in the United States, any state thereof or the District of Columbia, so long as the Liens granted pursuant to the Security Documents to which the Borrower is a party remain perfected and in full force and effect, to the extent otherwise required hereby;

(i) [reserved]; and

(j) the Borrower and the Restricted Subsidiaries may consummate a merger, amalgamation dissolution, liquidation, windup, consolidation or disposition, constituting, or otherwise resulting in, a transaction permitted by Section 10.4 (other than Section 10.4(d)), an Investment permitted pursuant to Section 10.5 (other than Section 10.5(l)), and any dividends permitted pursuant to Section 10.6 (other than Section 10.6(f)), other than, in each case, in respect of any Susquehanna Assets.

Notwithstanding anything to the contrary herein, it is understood and agreed that the sale or Disposition of all or a portion of the Susquehanna Assets shall constitute the sale of "all or substantially all" of the assets of the Borrower and Restricted Subsidiaries for purposes of this Section 10.3.

10.4. Limitation on Sale of Assets. The Borrower will not, and will not permit the Restricted Subsidiaries to, (i) convey, sell, lease, assign, transfer, issue or otherwise consummate the disposition of any of its property, business or assets (including receivables and leasehold interests), whether now owned or hereafter acquired or (ii) consummate the sale to any Person (other than to the Borrower or a Subsidiary Guarantor) any shares owned by it of the Borrower's or any Restricted Subsidiary's Stock and Stock Equivalents (each of the foregoing, a "**Disposition**"), except that:

(a) the Borrower and the Restricted Subsidiaries may sell, transfer or otherwise dispose of (i) obsolete, negligible, immaterial, worn-out, uneconomical, scrap, used, or surplus or mothballed assets (including any such equipment that has been refurbished in contemplation of such disposition) or assets no longer used or useful in the business or no longer commercially desirable to maintain, (ii) inventory or goods (or other assets) held for sale in the ordinary course of business, (iii) cash and Permitted Investments, (iv) immaterial assets, and (v) assets for the purposes of charitable contributions or similar gifts to the extent such assets are not material to the ability of the Borrower and the Restricted Subsidiaries, taken as a whole, to conduct its business in the ordinary course;

(b) the Borrower and the Restricted Subsidiaries may make Dispositions of assets; provided that (i) to the extent required, the Net Cash Proceeds thereof to the Borrower and the Restricted Subsidiaries are promptly applied to the prepayment of Term B Loans or Term C Loans to the extent provided for in Section 5.2(a)(i), (ii) as of the date of signing of the definitive agreement for such Disposition, no Event of Default shall have occurred and be continuing, (iii) with respect to any Disposition pursuant to this clause (b) for a purchase price in excess of $20,000,000, the Person making such Disposition shall receive fair market value and not less than 75% of such consideration in the form of cash or Permitted Investments; provided that for the purposes of this subclause (iii) the following shall be deemed to be cash: (A) any liabilities (as shown on the Borrower's or such Restricted Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto, or if incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been reflected on the Borrower's or such Restricted Subsidiary's consolidated balance sheet or in the footnotes thereto if such incurrence or accrual had taken place on or prior to the date of such balance sheet) of the Borrower or such Restricted Subsidiary, other than liabilities that are by their terms (1) subordinated to the payment in cash of the Obligations or (2) not secured by the assets that are the subject of such Disposition, that are assumed by the transferee with respect to the applicable Disposition and for which the Borrower and all of the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing, (B) any securities, notes or other obligations received by the Person making such Disposition from the purchaser that are converted by such Person into cash or Permitted Investments or by their terms are required to be satisfied for cash or Permitted Investments (to the extent of the cash or Permitted Investments received) within 180 days following the closing of the applicable Disposition, (C) consideration consisting of Indebtedness of any Credit Party (other than subordinated Indebtedness) received after the Closing Date from Persons who are not Restricted Subsidiaries (so long as such Indebtedness is not cancelled or forgiven) and (D) any Designated Non-Cash Consideration received by the Person making such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this Section 10.4(b) that is at that time outstanding, not in excess of the greater of (x)

$200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of the receipt of such Designated Non-Cash Consideration, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value and (iv) any non-cash proceeds received in the form of Real Estate, Indebtedness or Stock and Stock Equivalents are pledged to the Collateral Representative to the extent required under Section 9.12 or 9.14;

(c) (i) the Borrower and the Restricted Subsidiaries may make Dispositions to the Borrower or any other Credit Party, (ii) any Restricted Subsidiary that is not a Credit Party may make Dispositions to the Borrower or any other Subsidiary of the Borrower; provided that with respect to any such Disposition to an Unrestricted Subsidiary or Excluded Project Subsidiary, such Disposition shall be for fair value and (iii) any Credit Party may make Dispositions to a non-Credit Party; provided that the aggregate amount of Dispositions (valued at the fair market value (determined by the Borrower acting in good faith) of and at the time of each such Disposition), shall not exceed an aggregate amount equal to greater of (x) $200,000,000 and (y) 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of such Disposition;

(d) the Borrower and any Restricted Subsidiary may effect any transaction permitted by Sections 10.2, 10.3, (other than Section 10.3(j)), 10.5 (other than Section 10.5(l)) or 10.6 (other than Section 10.6(f));

(e) the Borrower and any Restricted Subsidiary may lease, license, sublease or sublicense intellectual property not interfering in any material respect with the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(f) Dispositions of property (including like-kind exchanges) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property (excluding any boot thereon) or (ii) the proceeds of such Disposition are applied to the purchase price of such replacement property, in each case under Section 1031 of the Code or otherwise;

(g) Dispositions pursuant to Permitted Sale Leaseback transactions;

(h) Dispositions of (i) Investments in joint ventures (regardless of the form of legal entity) to the extent required by, or made pursuant to, customary buy/sell arrangements or put/call arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements or (ii) to joint ventures in connection with the dissolution or termination of a joint venture to the extent required pursuant to joint venture and similar arrangements;

(i) (i) Dispositions of Receivables Facility Assets in connection with any Permitted Receivables Financing, and any Disposition of Securitization Assets in connection with any Qualified Securitization Financing, provided that the Receivables Indebtedness arising in connection therewith shall not exceed the amount of Receivables Indebtedness permitted by Section 10.1(w) and (ii) Dispositions in connection with accounts receivable factoring facilities in the ordinary course of business;

(j) Dispositions listed on Schedule 10.4 or to consummate the Transactions, including transactions contemplated by the Plan;

(k) transfers of property subject to a Recovery Event or in connection with any condemnation proceeding upon receipt of the Net Cash Proceeds of such Recovery Event or condemnation proceeding;

(l) Dispositions or discounts of accounts receivable or notes receivable in connection with the collection or compromise thereof or the conversion of accounts receivable to notes receivable;

(m) Dispositions of any assets not constituting Collateral in an aggregate amount not to exceed the greater of (x) $160,000,000 and (y) 30% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of such Disposition;

(n) Dispositions of power, capacity, heat rate, renewable energy credits, waste by-products, energy, electricity, coal and lignite, oil and other petroleum-based liquids, emissions and other environmental credits, ancillary services, fuel (including all forms of nuclear fuel and natural gas) and other related assets or products of services, including assets related to trading activities or the sale of inventory or contracts related to any of the foregoing;

(o) the execution of (or amendment to), settlement of or unwinding of any Hedging Agreement;

(p) any Disposition of mineral rights, other than mineral rights in respect of coal or lignite;

(q) any Disposition of any real property that is (i) primarily used or intended to be used for mining which has either been reclaimed, or has not been used for mining in a manner which requires reclamation, and in either case has been determined by the Borrower not to be necessary for use for mining, (ii) used as buffer land, but no longer serves such purpose, or its use is restricted such that it will continue to be buffer land, or (iii) was acquired in connection with power generation facilities, but has been determined by the Borrower to no longer be commercially suitable for such purpose;

(r) any Disposition (including foreclosure, condemnation or expropriation) of any assets required by any Governmental Authority;

(s) any Disposition of assets in connection with salvage activities;

(t) the surrender or waiver of contractual rights and settlement or waiver of contractual or litigation claims;

(u) Dispositions of any assets (including Stock and Stock Equivalents) acquired in connection with any Permitted Acquisition or other Investment not prohibited hereunder, which assets are not used or useful to the core or principal business of the Borrower and its Restricted Subsidiaries (as determined by the Borrower in good faith);

(v) other Dispositions (including those of the type otherwise described herein) made for fair market value in an aggregate amount not to exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(w) the Borrower and any Restricted Subsidiary may (i) terminate or otherwise collapse its cost sharing agreements with the Borrower or any Subsidiary and settle any crossing payments in connection therewith, (ii) convert any intercompany Indebtedness to Stock or any Stock to intercompany Indebtedness, (iii) settle, discount, write off, forgive or cancel any intercompany Indebtedness or other obligation owing by the Borrower or any Restricted Subsidiary or (iv) settle, discount, write off, forgive or cancel any Indebtedness owing by any present or former consultants, managers, directors, officers or employees of the Borrower, any direct or indirect parent thereof, or any Subsidiary thereof or any of their successors or assigns;

(x) any Disposition of property to the extent that (1) such property is exchanged for credit against the purchase price of similar replacement property that is purchased within 270 days thereof or (2) the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually purchased within 270 days thereof);

(y) any Disposition in connection with a Permitted Reorganization or an IPO Reorganization Transaction;

(z) any swap of assets in exchange for services or other assets in the ordinary course of business of comparable or greater fair market value or usefulness to the business of the Borrower and the Restricted Subsidiaries, taken as a whole, as determined in good faith by the Borrower;

(aa) Dispositions of any asset between or among the Borrower and/or any Restricted Subsidiary as a substantially concurrent interim Disposition in connection with a Disposition otherwise permitted pursuant to clauses (a) through (z) above; provided that after giving effect to any such Disposition, to the extent the assets subject to such Dispositions constituted Collateral, such assets shall remain subject to, or be rejoined to, the Lien of the Security Documents;

(bb) Dispositions in connection with a Permitted Spin-Out Transaction;

(cc) Dispositions of Stock by a Restricted Subsidiary of the Borrower to the Borrower or to a Restricted Subsidiary of the Borrower; or

(dd) Dispositions of Stock in, or Indebtedness or other securities of, an Unrestricted Subsidiary; and

(ee) the issuance of any Equity Interests of the Borrower.

10.5. Limitation on Investments. The Borrower will not, and will not permit the Restricted Subsidiaries, to make any Investment except:

(a) extensions of trade credit, asset purchases (including purchases of inventory, fuel (including all forms of nuclear fuel), supplies, materials and equipment) and the licensing or contribution of intellectual property pursuant to joint marketing arrangements or development agreements with other Persons, in each case in the ordinary course of business (including in respect of construction or restoration activities);

(b) Investments in cash or Permitted Investments when such Investments were made;

(c) loans and advances to officers, directors, employees and consultants of the Borrower (or any direct or indirect parent thereof) or any Subsidiary of the Borrower;

(d) Investments (i) contemplated by the Plan or to consummate the Transactions and (ii) existing on, or made pursuant to legally binding written commitments in existence on, the Closing Date and, to the extent such Investments individually exceed $25,000,000, set forth on Schedule 10.5 and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof, only to the extent that the amount of any Investment made pursuant to this clause (d)(ii) does not at any time exceed the amount of such Investment on the Closing Date or, if applicable, set forth on Schedule 10.5 (except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments plus amounts paid in respect of fees, premiums, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension or as otherwise permitted hereunder);

(e) any Investment acquired by the Borrower or any Restricted Subsidiary (a) in exchange for any other Investment or accounts receivable held by the Borrower or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization, or recapitalization of, or settlement of delinquent accounts or disputes with or judgments against, the issuer, obligor or borrower of such original Investment or accounts receivable, (b) as a result of a foreclosure by the Borrower or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default or (c) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates;

(f) Investments to the extent that payment for such Investments is made with (i) Stock or Stock Equivalents (other than Disqualified Stock) of the Borrower (or any direct or indirect parent thereof) or (ii) the proceeds from the issuance of Stock or Stock Equivalents (other than Disqualified Stock, any Cure Amount, any sale or issuance to any Subsidiary and any issuance applied pursuant to Section 10.6(a) or Section 10.6(b)(i)) of the Borrower (or any direct or indirect parent thereof); provided that such Stock or Stock Equivalents or proceeds of such Stock or Stock Equivalents will not increase the Applicable Equity Amount;

(g) Investments (i) (A) by the Borrower or any Restricted Subsidiary in any Credit Party, (B) between or among Restricted Subsidiaries that are not Credit Parties, and (C) consisting of intercompany Investments incurred in the ordinary course of business in connection with the cash management operations (including with respect to intercompany self-insurance arrangements) among the Borrower and the Restricted Subsidiaries (provided that any such intercompany Investment in connection with cash management arrangements by a Credit Party in a Subsidiary of the Borrower that is not a Credit Party is in the form of an intercompany loan or advance and the Borrower or such Restricted Subsidiary complies with Section 9.12 to the extent applicable); (ii) by Credit Parties in any Restricted Subsidiary that is not a Credit Party, to the extent that the aggregate amount of all Investments made on or after the Closing Date pursuant to this subclause (ii), when valued at the fair market value (determined by the Borrower acting in good faith) of each such Investment at the time each such Investment was made, is not in excess of, an amount equal to the greater of (x) $125,000,000 and (y) solely on or after the Q2 2024 Financials Date, 20% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis), provided, that to the extent the Consolidated Total Net Leverage Ratio is not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00 (calculated on a Pro Forma Basis at the time of such Investment), such Investments pursuant to this clause (g)(ii)) shall be unlimited; and (iii) by Credit Parties in any Restricted Subsidiary that is not a Credit Party (x) so long as such Investment is part

of a series of simultaneous Investments by Restricted Subsidiaries in other Restricted Subsidiaries that result in the proceeds of the initial Investment being invested in one or more Credit Parties or (y) in connection with a Permitted Acquisition, subject, without duplication, to the limitation on Investments in non-Guarantors set forth in Section 10.5(h);

(h) Investments constituting Permitted Acquisitions; provided that the aggregate amount of any such Investment, as valued at the fair market value (determined by the Borrower acting in good faith) of such Investment at the time each Investment is made, made by the Borrower or any Subsidiary Guarantor in any Restricted Subsidiary that, after giving effect to such Investment and compliance with Section 9.11, shall not be a Guarantor, shall not cause the aggregate amount of all such Investments in non-Guarantors made pursuant to this clause (h) (as so valued at the time each such investment is made) to exceed $300,000,000, plus amounts otherwise available for Investment in Restricted Subsidiaries that are not Guarantors pursuant to this Section 10.5; provided, however, that the foregoing proviso shall not apply (A) in the event that such Investment is made pursuant to a Permitted Acquisition financed with proceeds of an issuance of equity interests of the Borrower or any direct or indirect parent of the Borrower or (B) if any targets' assets or going concerns of such Permitted Acquisition at least 50% of whose Consolidated Adjusted EBITDA is derived from Persons that will become Guarantors;

(i) subject to the last paragraph of this Section 10.5, Investments constituting (i) Minority Investments and Investments in Unrestricted Subsidiaries and Excluded Project Subsidiaries, (ii) Investments in joint ventures (regardless of the form of legal entity) or similar Persons that do not constitute Restricted Subsidiaries and (iii) Investments in Subsidiaries that are not Credit Parties, in each case valued at the fair market value (determined the Borrower acting in good faith) of such Investment at the time each such Investment is made, in an aggregate amount at any one time outstanding pursuant to this clause (i) that, at the time each such Investment is made, would not exceed, an amount equal to (i) at any time on or prior to December 31, 2025, the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) or (ii) at time on or after January 1, 2026, an annual amount equal to the greater of (x) $75,000,000 and (y) 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis), provided, that to the extent the Consolidated Total Net Leverage Ratio is not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00, (calculated on a Pro Forma Basis at the time of such Investment), such Investments pursuant to this clause (i) shall be unlimited;

(j) Investments constituting non-cash proceeds of Dispositions of assets to the extent permitted by Section 10.4;

(k) Investments made to repurchase or retire Stock or Stock Equivalents of the Borrower or any direct or indirect parent thereof owned by any employee or any stock ownership plan or key employee stock ownership plan of the Borrower (or any direct or indirect parent thereof) in an aggregate amount, when combined with distributions made pursuant to Section 10.6(b), not to exceed the limitations set forth in such Section;

(l) Investments consisting of or resulting from Indebtedness, Liens, dividends or other payments, fundamental changes and Dispositions permitted by Section 10.1 (other than Sections 10.1(b), 10.1(d) and 10.1(e)(ii)), 10.2 (other than Liens Section 10.2(m)), 10.3 (other than

Section 10.3(j)), 10.4 (other than Section 10.4(d)), 10.6 (other than Section 10.6(f)), 10.7 or 10.8, as applicable;

(m) subject to the last paragraph of this Section 10.5, loans and advances to any direct or indirect parent of the Borrower in lieu of, and not in excess of the amount of, dividends or other payments to the extent permitted to be made to such parent in accordance with Section 10.6; provided that the aggregate amount of such loans and advances shall reduce the ability of the Borrower and the Restricted Subsidiaries to make dividends under the applicable clauses of Section 10.6 by such amount;

(n) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(o) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;

(p) advances of payroll payments to employees, consultants or independent contractors or other advances of salaries or compensation to employees, consultants or independent contractors, in each case in the ordinary course of business;

(q) Guarantee Obligations of the Borrower or any Restricted Subsidiary of leases (other than Capital Leases) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(r) Investments held by a Person acquired (including by way of merger, amalgamation or consolidation) after the Closing Date otherwise in accordance with this Section 10.5 to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(s) Investments in Hedging Agreements;

(t) Investments in or by a Receivables Entity or a Securitization Subsidiary arising out of, or in connection with, any Permitted Receivables Financing or Qualified Securitization Financing, as applicable; provided, however, that any such Investment in a Receivables Entity or a Securitization Subsidiary is in the form of a contribution of additional Receivables Facility Assets or Securitization Assets, as applicable, or as equity, or the lending of cash or cash equivalents to finance the purchase of assets from Borrower or Restricted Subsidiary or otherwise fund required reserves and other accounts permitted or required by the arrangements governing the Permitted Receivables Financing or Qualified Securitization Financing;

(u) Investments consisting of deposits of cash and Permitted Investments as collateral support permitted under Section 10.2;

(v) subject to the last paragraph of this Section 10.5, other Investments not to exceed an amount equal to (x) the Applicable Equity Amount at the time such Investments are made plus (y) the Applicable Amount at such time, provided that in respect of any Investments made in

reliance of clause (ii) of the definition of "Applicable Amount", no Event of Default under Section 11.1 or Section 11.5 shall have occurred and be continuing or would result therefrom;

(w) subject to the last paragraph of this Section 10.5, other Investments in an amount at any one time outstanding equal to the greater of (x) $150,000,000 and (y) solely on or after the Q2 2024 Financials Date, 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(x) Investments consisting of purchases and acquisitions of assets and services in the ordinary course of business (including in respect of construction or restoration activities);

(y) Investments in the ordinary course of business consisting of Article 3 endorsements for collection or deposit and Article 4 customary trade arrangements with customers consistent with past practice;

(z) Investments made as a part of, or in connection with or to otherwise fund the Transactions;

(aa) any issuance of letters of credit or surety bonds by, or for the account of, the Borrower and/or any of its Restricted Subsidiaries to support the obligations of any of the Excluded Subsidiaries;

(bb) Investments relating to pension trusts;

(cc) Investments by Credit Parties in any Subsidiary that is not a Credit Party so long as such Investment is part of a series of simultaneous or substantially contemporaneous Investments and other actions by the Borrower and the Restricted Subsidiaries in other Subsidiaries that result in the proceeds of the intercompany Investment being invested in one or more Credit Parties;

(dd) Investments relating to nuclear decommission trusts and nuclear insurance and self-insurance organizations or arrangements;

(ee) Investments in the form of, or pursuant to, operating agreements, working interests, royalty interests, mineral leases, processing agreements, farm-out agreements, contracts for the sale, transportation or exchange of oil and natural gas or other fuel or commodities, unitization agreements, pooling agreements, area of mutual interest agreements, production sharing agreements or other similar or customary agreements, transactions, properties, interests or arrangements, and Investments and expenditures in connection therewith or pursuant thereto, in each case, made or entered into in the ordinary course of business;

(ff) Investments made using amounts not to exceed (x) 100% of the amount of dividends permitted to be made pursuant to Section 10.6(o) at the time of any such payment; provided that the aggregate amount used under this clause (ff) (and not reclassified) shall reduce the corresponding basket under Section 10.6(o), if applicable, on a dollar for dollar basis plus (y) 100% of the amount of repayments of Junior Indebtedness permitted to be made pursuant to Section 10.7(a)(i)(1)(A) at the time of any such payment; provided that the aggregate amount used under this clause (ff) (and not reclassified) shall reduce the corresponding basket under Section 10.7(a)(i)(1)(A), if applicable, on a dollar for dollar basis;

(gg) to the extent constituting Investments, transactions pursuant to the Shared Services and Tax Agreements permitted under Section 10.6(n));

(hh) Investments in connection with Permitted Reorganizations, IPOCo Transactions or an IPO Reorganization Transaction;

(ii) Investments in deposit accounts, commodities and securities accounts opened in the ordinary course of business;

(jj) Investments solely to the extent such Investments reflect an increase in the value of Investments otherwise permitted under this Agreement;

(kk) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business;

(ll) Loans repurchased by the Borrower or a Restricted Subsidiary pursuant to and in accordance with Section 13.6(h);

(mm) subject to the last paragraph of this Section 10.5, loans to, or letters of credit (including Letters of Credit) to be issued on behalf of, any of the Borrower's direct or indirect parent companies or such parents' Subsidiaries for working capital purposes, in each case so long as made in the ordinary course of business or consistent with past practices and in an amount not to exceed $50,000,000 at any time outstanding;

(nn) other Investments in an unlimited amount, provided that the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00; and

(oo) Investments in connection with a Permitted Spin-Out Transaction.

Notwithstanding anything to the contrary set forth in this Agreement, in no event shall the Borrower or any Restricted Subsidiary be permitted to make a Disposition or Investment in the form of a transfer of Material Intellectual Property to any Unrestricted Subsidiary; provided that the Borrower and its Restricted Subsidiaries shall be permitted to grant non-exclusive licenses to any Unrestricted Subsidiary in the ordinary course of business.

Notwithstanding anything to the contrary herein, it is understood and agreed that the capacity to make Investments pursuant to any of Section 10.5(i), (m), (v), (w), (mm), (nn) or (ff) above shall be reduced dollar-for-dollar by all usage of any such Section for the issuance of Letters of Credit using the Available RP/Investment Capacity Amount, with such reduction on any date of determination being an amount equal to the outstanding amount of such Letters of Credit (for so long as such Letters of Credit are outstanding) on such date of determination.

10.6. Limitation on Dividends. The Borrower will not declare or pay any dividends or return any capital to its stockholders or make any other distribution, payment or delivery of property or cash to its stockholders on account of such Stock and Stock Equivalents, or redeem, retire, purchase or otherwise acquire, directly or indirectly, for consideration, any shares of any class of its Stock or Stock Equivalents or set aside any funds for any of the foregoing purposes, (other than dividends payable solely in its Stock or Stock Equivalents (other than Disqualified Stock) (all of the foregoing, "**dividends**"), provided:

(a) the Borrower may (or may pay dividends to permit any direct or indirect parent thereof to) redeem in whole or in part any of its Stock or Stock Equivalents for another class of its (or such parent's) Stock or Stock Equivalents or with proceeds from substantially concurrent equity contributions or issuances of new Stock or Stock Equivalents (other than any Cure Amount, any sale or issuance to any Subsidiary and any contribution or issuance applied pursuant to Section 10.5(f)(ii) or Section 10.6(b)(i)); provided that (i) such new Stock or Stock Equivalents contain terms and provisions (taken as a whole) at least as advantageous to the Lenders, taken as a whole, in all respects material to their interests as those contained in the Stock or Stock Equivalents redeemed thereby and (ii) the cash proceeds from any such contribution or issuance shall not increase the Applicable Equity Amount;

(b) subject to the last paragraph of this Section 10.6, the Borrower may (or may pay dividends to permit any direct or indirect parent thereof to) redeem, acquire, retire or repurchase shares of its (or such parent's) Stock or Stock Equivalents held by any present or former officer, manager, consultant, director or employee (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Borrower (or any direct or indirect parent thereof) and any Subsidiaries, so long as such repurchase is pursuant to, and in accordance with the terms of, any stock option or stock appreciation rights plan, any management, director and/or employee benefit, stock ownership or option plan, stock subscription plan or agreement, employment termination agreement or any employment agreements or stockholders' or shareholders' agreement; provided, however, that the aggregate amount of payments made under this Section 10.6(b), when combined with Investments made pursuant to Section 10.5(k), do not exceed in any calendar year $25,000,000 (which shall increase to $50,000,000 subsequent to the consummation of an initial public offering of, or registration of, Stock by the Borrower (or any direct or indirect parent company of the Borrower) (with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum (without giving effect to the following proviso) of $60,000,000 in any calendar year (which shall increase to $100,000,000 subsequent to the consummation of an underwritten public offering of, or registration of, Stock by the Borrower or any direct or indirect parent corporation of the Borrower)); provided, further, that such amount in any calendar year may be increased by an amount not to exceed:

(i) the cash proceeds from the sale of Stock (other than Disqualified Stock, any Cure Amount, any sale or issuance to any Subsidiary and any contribution or issuance applied pursuant to Section 10.5(f)(ii) or Section 10.6(a)) of the Borrower and, to the extent contributed to the Borrower, Stock of any of the Borrower's direct or indirect parent companies, in each case to present or former officers, managers, consultants, directors or employees (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Borrower (or any of its direct or indirect parent companies) or any Subsidiary of the Borrower that occurs after the Closing Date; provided that such Stock or proceeds of such Stock will not increase the Applicable Equity Amount; plus

(ii) the cash proceeds of key man life insurance policies received the Borrower or any Restricted Subsidiary after the Closing Date; less

(iii) the amount of any dividends or distributions previously made with the cash proceeds described in clauses (i) and (ii) above;

and provided, further, that cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary from present or former officers, managers, consultants, directors or

employees (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Borrower (or any of its direct or indirect parent companies), or any Subsidiary of the Borrower in connection with a repurchase of Stock or Stock Equivalents of the Borrower or any of its direct or indirect parent companies will not be deemed to constitute a dividend for purposes of this covenant or any other provision of this Agreement;

(c) subject to the last paragraph of this Section 10.6, so long as no Event of Default under Section 11.1 or Section 11.5 shall have occurred and be continuing or would result therefrom, the Borrower may pay dividends on its Stock or Stock Equivalents; provided that the amount of all such dividends paid from the Closing Date pursuant to this clause (c) shall not exceed an amount equal to (x) the Applicable Equity Amount at the time such dividends are paid plus (y) the Applicable Amount at such time, provided that in respect of any dividends made in reliance of clause (ii) of the definition of Applicable Amount, (i) the Consolidated Total Net Leverage Ratio shall not be greater than (i) at any time prior to the Q2 2024 Financials Date, 2.25:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.75:1.00, calculated on a Pro Forma Basis after giving effect to such dividends) and (ii) no Event of Default shall have occurred and be continuing or would result therefrom;

(d) the Borrower may make dividends, distributions or loans to any direct or indirect parent company of the Borrower in amount required for any such direct or indirect parent to pay, in each case without duplication:

(i) foreign, federal, state and local income Taxes, to the extent such income Taxes are attributable to the income of the Borrower and its Subsidiaries; provided that for purposes of this Section 10.6(d)(i), such Taxes shall be deemed to equal the amount that the Borrower and its Subsidiaries would be required to pay in respect of foreign, federal, state and local income Taxes if the Borrower were the parent of a standalone consolidated, combined, affiliated, unitary or similar income tax group including its Subsidiaries; provided, further, that the permitted payment pursuant to this clause (i) with respect to any taxes of any Unrestricted Subsidiary or Excluded Project Subsidiary for any taxable period shall be limited to the amount actually paid with respect to such period by such Unrestricted Subsidiary or Excluded Project Subsidiary to the Borrower or its Restricted Subsidiaries for the purposes of paying such taxes;

(ii) (A) such parents' and their respective Subsidiaries' general operating expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses provided by third parties) to the extent such costs and expenses are attributable to the ownership or operation of the Borrower and its Restricted Subsidiaries and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries, (B) any indemnification claims made by directors or officers of the Borrower (or any parent thereof) to the extent such claims are attributable to the ownership or operation of the Borrower or any Restricted Subsidiary and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries or (C) fees and expenses otherwise due and payable by the Borrower (or any parent thereof and such parent's Subsidiaries) or any Restricted Subsidiary and not prohibited to be paid by the Borrower and its Restricted Subsidiaries hereunder;

(iii) franchise and excise Taxes and other fees, Taxes and expenses required to maintain the corporate existence of any direct or indirect parent of the Borrower;

(iv) to any direct or indirect parent of the Borrower to finance any Investment permitted to be made by the Borrower or any Restricted Subsidiary pursuant to Section 10.5; provided that (A) such dividend shall be made substantially concurrently with the closing of such Investment, (B) such parent shall, immediately following the closing thereof, cause (1) all property acquired (whether assets, Stock or Stock Equivalents) to be contributed to the Borrower or such Restricted Subsidiary or (2) the merger, amalgamation or consolidation (to the extent permitted in Section 10.5) of the Person formed or acquired into the Borrower or any Restricted Subsidiary, (C) the Borrower or such Restricted Subsidiary shall comply with Section 9.11 and Section 9.12 to the extent applicable, (D) the aggregate amount of such dividends shall reduce the ability of the Borrower and the Restricted Subsidiary to make Investments under the applicable clauses of Section 10.5 by such amount and (E) any property received in connection with such transaction shall not increase the Applicable Equity Amount;

(v) customary costs, fees and expenses (other than to Affiliates) related to any unsuccessful equity or debt offering or acquisition or disposition transaction payable by the Borrower or the Restricted Subsidiaries;

(vi) customary salary, bonus, severance and other benefits payable to officers, employees or consultants of any direct or indirect parent company (and such parent's Subsidiaries) of the Borrower to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrower, its Restricted Subsidiaries and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries;

(vii) [reserved];

(viii) to the extent constituting dividends, amounts that would be permitted to be paid directly by the Borrower or its Restricted Subsidiaries under Section 9.9(a);

(ix) AHYDO Catch-Up Payments with respect to Indebtedness of any direct or indirect parent of the Borrower; provided that the proceeds of such Indebtedness have been contributed to the Borrower as a capital contribution; and

(x) expenses incurred by any direct or indirect parent of the Borrower in connection with any public offering or other sale of Stock or Stock Equivalents or Indebtedness (i) where the net proceeds of such offering or sale are intended to be received by or contributed to the Borrower or a Restricted Subsidiary, (ii) in a pro-rated amount of such expenses in proportion to the amount of such net proceeds intended to be so received or contributed or (iii) otherwise on an interim basis prior to completion of such offering so long as any direct or indirect parent of the Borrower shall cause the amount of such expenses to be repaid to the Borrower or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed;

(e) the Borrower may pay dividends or make distributions in connection with a Permitted Spin-Out Transaction;

(f) dividends consisting of or resulting from Liens, fundamental changes, Dispositions, Investments or other payments permitted by 10.2, 10.3 (other than Section 10.3(j)), 10.4 (other than Section 10.4(d)), 10.5 (other than Section 10.5(l)), 10.7 or 10.8, as applicable;

(g) the Borrower may repurchase Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) deemed to occur upon exercise of stock options or warrants if such Stock or Stock Equivalents represents a portion of the exercise price of such options or warrants, and the Borrower may pay dividends to any direct or indirect parent thereof as and when necessary to enable such parent to effect such repurchases;

(h) the Borrower may (i) pay cash in lieu of fractional shares in connection with any dividend, distribution, split, reverse share split, merger, consolidation, amalgamation or other combination thereof or any Permitted Acquisition, and any dividend to the Borrower's direct or indirect parent in order to effect the same and (ii) honor any conversion request by a holder of convertible Indebtedness and make cash payments in lieu of fractional shares in connection with any such conversion and may make payments on convertible Indebtedness in accordance with its terms;

(i) the Borrower may pay any dividend or distribution within 90 days after the date of declaration thereof or giving irrevocable notice thereof, if at the date of declaration or notice such payment would have complied with the provisions of this Agreement;

(j) subject to the last paragraph of this Section 10.6, following the one year anniversary of the Closing Date, so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may declare and pay dividends and may redeem or repurchase on the Borrower's (or any direct or indirect parent's thereof) Stock and Stock Equivalents following the registration or first public offering of the Borrower's Stock or Stock Equivalents or the Stock or Stock Equivalents of any of its direct or indirect parents after the Closing Date, so long as the aggregate amount of all such dividends, redemptions and repurchases in any calendar year does not exceed the greater of (x) 6.0% of the market capitalization of the Borrower (or its direct or indirect parent, as applicable, to the extent attributable to the Borrower and its Subsidiaries, as determined in good faith by the Borrower) calculated on a trailing twelve month average basis and (y) 6.0% of the net cash proceeds of such public offering;

(k) the Borrower may pay dividends in an amount equal to withholding or similar Taxes payable or expected to be payable by any present or former employee, director, manager or consultant (or their respective Affiliates, estates or immediate family members) and any repurchases of Stock or Stock Equivalents in consideration of such payments including deemed repurchases in connection with the exercise of stock options;

(l) the purchase, redemption, acquisition, cancellation or other retirement for a nominal value per right of any rights granted to all the holders of Stock of the Borrower pursuant to any shareholders' rights plan adopted for the purpose of protecting shareholders from unfair takeover tactics; provided, that any such purchase, redemption, acquisition, cancellation or other retirement of such rights is not for the purpose of evading the limitations of this covenant (all as determined in good faith by the Borrower);

(m) the Borrower may make payments described in Section 9.9 (other than Section 9.9(b), Section 9.9(e) (to the extent expressly permitted by reference to Section 10.6), Section 9.9(g) and Section 9.9(l));

(n) the Borrower may pay dividends or make distributions (i) in connection with the Transactions or contemplated by the Plan, and (ii) in an amount sufficient so as to allow any direct or indirect parent of the Borrower to make when due (but without regard to any permitted deferral on account of financing agreements) any payment pursuant to any Shared Services and Tax Agreements; provided that solely in the case of the payment of Taxes of the type described in Section 10.6(d)(i) under a Shared Services and Tax Agreement (and in lieu of making a dividend thereunder as contemplated by Section 10.6(d)(i)), the amount of such payments shall not exceed the amount permitted to be paid as dividends or distributions under Section 10.6(d)(i);

(o) subject to the last paragraph of this Section 10.6, so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may pay declare and pay dividends to, or make loans to, any direct or indirect parent company of the Borrower in amounts up to the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(p) the Borrower may make distributions or payments of Receivables Fees and Securitization Fees;

(q) declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Preferred Stock that is issued as permitted under this Agreement;

(r) subject to the last paragraph of this Section 10.6, so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may declare and pay dividends in an unlimited amount, provided that the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.00:1.00;

(s) the Borrower may make distributions of, or Investments in, Receivables Facility Assets for purposes of inclusion in any Permitted Receivables Financing and Securitization Assets for purposes of inclusion in any Qualified Securitization Financing, in each case made in the ordinary course of business or consistent with past practices;

(t) the Borrower may make distributions in an amount sufficient so as to allow any direct or indirect parent of the Borrower to pay any AHYDO Catch-Up Payments relating to Indebtedness of any direct or indirect parent of the Borrower;

(u) the declaration and payment of dividends or distributions to holders of any class or series of Disqualified Stock of the Borrower or any Restricted Subsidiary, in each case, issued in accordance with Section 10.1(hh);

(v) any dividends made in connection with the Transactions (and the fees and expenses related thereto) or used to fund amounts owed to Affiliates in connection with the Transactions (including dividends or distributions to any direct or indirect company of the Borrower to permit payment by such parent of such amount) to the extent permitted by Section 9.9 (other than clause (b) thereof), and dividends in respect of working capital adjustments or purchase price adjustments pursuant to any Permitted Acquisition or other Investment permitted hereunder and to satisfy indemnity and other similar obligations in connection with any Permitted Acquisition or other Investment permitted hereunder; and

(w) the distribution, by dividend or otherwise, of shares of Stock or Stock Equivalents of, or Indebtedness owed to the Borrower or a Restricted Subsidiary by, Unrestricted Subsidiaries or the proceeds thereof.

Notwithstanding anything to the contrary herein, it is understood and agreed that the capacity to make payments pursuant to any of Section 10.6(b), (c), (j), (o) or (r) above shall be reduced dollar-for-dollar by all usage of any such Section for the issuance of Letters of Credit using the Available RP/Investment Capacity Amount, with such reduction on any date of determination being an amount equal to the outstanding amount of such Letters of Credit (for so long as such Letters of Credit are outstanding) on such date of determination.

10.7. Limitations on Debt Payments and Amendments.

(a) The Borrower will not, and will not permit the Restricted Subsidiaries to, voluntarily prepay, repurchase or redeem or otherwise defease any Material Indebtedness that is subordinated in right of payment or lien (contractually junior to the liens securing the Obligations) to the Obligations with Stated Maturities beyond the Latest Maturity Date (the "**Junior Indebtedness**"); provided, however, that the Borrower and the Restricted Subsidiaries may prepay, repurchase or redeem or otherwise defease Junior Indebtedness (i) in an aggregate principal amount from the Closing Date not in excess of the sum of (1) so long as no Event of Default shall have occurred and be continuing or would result therefrom, (A) the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) and (B) additional unlimited amounts, provided that the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00 plus (2) the Applicable Equity Amount at the time of such prepayment, repurchase, redemption or other defeasance plus (3) the Applicable Amount at the time of such prepayment, repurchase, redemption or other defeasance; (ii) with the proceeds from, or in exchange for, Indebtedness permitted under Section 10.1, (iii) by converting, exchanging, redeeming, repaying or prepaying such Junior Indebtedness into, for or with, as applicable, Stock or Stock Equivalents of any direct or indirect parent of the Borrower (other than Disqualified Stock except as permitted hereunder), (iv) payments made using amounts not to exceed 100% of the amount of dividends permitted to be made pursuant to Section 10.6(o) at the time of any such payment; provided that the aggregate amount used under this clause (iv) (and not reclassified) shall reduce the corresponding basket under Section 10.6(o), if applicable, on a dollar for dollar basis and (v) within 60 days of the applicable Redemption Notice if, at the date of any payment, redemption, repurchase, retirement, termination or cancellation notice in respect thereof (each, a "**Redemption Notice**"), such payment, redemption, repurchase, retirement, termination or cancellation would have complied with another provision of this Section 10.7, provided that such payment, redemption, repurchase, retirement, termination or cancellation shall reduce capacity under such other provision. Notwithstanding the foregoing, nothing in this Section 10.7 shall prohibit (A) the repayment or prepayment of intercompany subordinated Indebtedness (including under the Intercompany Subordinated Note) owed among the Borrower and/or the Restricted Subsidiaries, in either case unless an Event of Default under Section 11.1 or 11.5 has occurred and is continuing and the Borrower has received a written notice from the Collateral Trustee or Collateral Agent (acting at the direction of the Administrative Agent) instructing it not to make or permit any such repayment or prepayment or (B) transfers of credit positions in connection with intercompany debt restructurings so long as such Indebtedness is permitted by Section 10.1 after giving effect to such transfer.

(b) The Borrower will not, and will not permit the Restricted Subsidiaries to waive, amend, or modify any Material Indebtedness that is subordinated in right of payment to the Obligations, in each case, that to the extent that any such waiver, amendment or modification, taken as a whole, would be adverse to the Lenders in any material respect other than in connection with (i) a refinancing or replacement of such Indebtedness permitted hereunder or (ii) in a manner expressly permitted by, or not prohibited under, the applicable intercreditor or subordination terms or agreement(s) governing the relationship between the Lenders, on the one hand, and the lenders or purchasers of the applicable subordinated Indebtedness, on the other hand; and

(c) Notwithstanding the above, the Borrower and its Restricted Subsidiaries may make AHYDO Catch-Up Payments relating to Indebtedness of the Borrower and its Restricted Subsidiaries.

10.8. Limitations on Sale Leasebacks. The Borrower will not, and will not permit the Restricted Subsidiaries to, enter into or effect any Sale Leasebacks after the Closing Date, other than Permitted Sale Leasebacks.

10.9. Consolidated First Lien Net Leverage Ratio. Solely with respect to the Revolving Credit Facility, the Borrower will not permit the Consolidated First Lien Net Leverage Ratio, calculated as of the last day of the last fiscal quarter of the Borrower for the most recent four fiscal quarter period of the Borrower for which financial statements have been furnished to the Administrative Agent pursuant to Section 9.1(a) or (b) (commencing with the four fiscal quarter period ending with the first fiscal quarter ending after the Closing Date), solely during any Compliance Period, to exceed the ratio set forth in the grid below:

June 30, 2023	2.75:1.00
September 30, 2023	3.00:1.00
December 31, 2023	3.50:1.00
March 31, 2024	4.00:1.00
June 30, 2024 and thereafter	4.25:1.00

The provisions of this Section 10.9 are for the benefit of the Revolving Lenders only, and the Required Revolving Lenders under the Revolving Credit Facility may (a) amend, waive or otherwise modify this Section 10.9, or the defined terms used solely for purposes of this Section 10.9, or (b) waive any Default or Event of Default resulting from a breach of this Section 10.9, in each case under the foregoing clauses (a) and (b), without the consent of any Lenders other than the Required Revolving Lenders under the Revolving Credit Facility in accordance with the provisions of Section 13.1.

10.10. Limitation on Subsidiary Distributions. The Borrower will not, and will not permit any Restricted Subsidiary that is not a Guarantor to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to (x) (i) pay dividends or make any other distributions to the Borrower or any Restricted Subsidiary that is a Guarantor on its Stock or Stock Equivalents or with respect to any other interest or participation in, or measured by, its profits or (ii) pay any Indebtedness owed to the Borrower or any Restricted Subsidiary that is a Guarantor, (y) make loans or advances to the Borrower

or any Restricted Subsidiary that is Guarantor or (z) sell, lease or transfer any of its properties or assets to the Borrower or any Restricted Subsidiary that is a Guarantor, except (in each case) for such encumbrances or restrictions (A) which the Borrower has reasonably determined in good faith will not materially impair the Borrower's ability to make payments under this Agreement when due or (B) existing under or by reason of:

(a) contractual encumbrances or restrictions in effect on the Closing Date, including pursuant to this Agreement and the related documentation and related Hedging Obligations;

(b) purchase money obligations and Capitalized Lease Obligations that impose restrictions of the nature discussed in clause (x), (y) or (z) above on the property so acquired, any replacements of such property or assets and additions and accessions thereto, after-acquired property subject to such arrangement, the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment (or assets affixed or appurtenant thereto and additions and accessions) financed by such lender (it being understood that such restriction shall not be permitted to apply to any property to which such restriction would not have applied but for such acquisition);

(c) Applicable Laws or any applicable rule, regulation or order, or any request of any Governmental Authority having regulatory authority over the Borrower or any of its Subsidiaries;

(d) any agreement or other instrument of a Person acquired by or merged or consolidated with or into the Borrower or any Restricted Subsidiary, or of an Unrestricted Subsidiary or an Excluded Project Subsidiary that is designated a Restricted Subsidiary, or that is assumed in connection with the acquisition of assets from such Person, in each case that is in existence at the time of such transaction (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired or designated, any replacements of such property or assets and additions and accessions thereto, after-acquired property subject to such agreement or instrument, the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment (or assets affixed or appurtenant thereto and additions and accessions) financed by such lender (it being understood that such encumbrance or restriction shall not be permitted to apply to any property to which such encumbrance or restriction would not have applied but for such acquisition);

(e) contracts for the sale of assets, including customary restrictions with respect to a Subsidiary of the Borrower pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Stock or Stock Equivalents or assets of such Subsidiary and restrictions on transfer of assets subject to Liens permitted hereunder;

(f) (x) secured Indebtedness otherwise permitted to be incurred pursuant to Sections 10.1 and 10.2 that limit the right of the debtor to dispose of the assets securing such Indebtedness and (y) restrictions or encumbrances on transfers of assets subject to Liens permitted hereunder (but, with respect to any such Lien, only to the extent that such transfer restrictions apply solely to the assets that are the subject of such Lien);

(g) restrictions or encumbrances on cash or other deposits or net worth imposed by customers under, or made necessary or advisable by, contracts entered into in the ordinary course of business;

(h) restrictions or encumbrances imposed by other Indebtedness, Disqualified Stock or preferred Stock or Stock Equivalents of Restricted Subsidiaries permitted to be incurred subsequent to the Closing Date pursuant to the provisions of Section 10.1;

(i) customary provisions in joint venture agreements or arrangements and other similar agreements or arrangements relating solely to such joint venture (including its assets and Subsidiaries) and the Stock or Stock Equivalents issued thereby;

(j) customary provisions contained in leases, sub-leases, licenses, sub-licenses or similar agreements, in each case, entered into in the ordinary course of business;

(k) restrictions created in connection with any Permitted Receivables Financing or any Qualified Securitization Financing that, in the good faith determination of the board of directors (or analogous governing body) of the Borrower, are necessary or advisable to effect such Permitted Receivables Financing or Qualified Securitization Financing, as the case may be;

(l) customary restrictions on leases, subleases, licenses, sublicenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to property interest, rights or the assets subject thereto;

(m) customary provisions restricting assignment or transfer of any agreement entered into in the ordinary course of business;

(n) restrictions contemplated by the Plan or created in connection with the consummation of the Transaction, or restrictions arising from Shared Services and Tax Agreements;

(o) restrictions created in connection with Non-Recourse Debt;

(p) [reserved]; or

(q) any encumbrances or restrictions of the type referred to in clauses (x), (y) and (z) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, extensions, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (p) above; provided that such amendments, modifications, restatements, renewals, increases, extensions, supplements, refundings, extensions, replacements, restructurings or refinancings (x) are, in the good faith judgment of the Borrower, not materially more restrictive with respect to such encumbrance and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, extension, restructuring, supplement, refunding, replacement or refinancing or (y) do not materially impair the Borrower's ability to pay its obligations under the Credit Documents as and when due (as determined in good faith by the Borrower);

provided that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Borrower or any Restricted

Subsidiary that is a Guarantor to other Indebtedness incurred by the Borrower or any Restricted Subsidiary that is a Guarantor shall not be deemed to constitute such an encumbrance or restriction.

10.11. Amendment of Organizational Documents. The Borrower will not, nor will the Borrower permit any Credit Party to, amend or otherwise modify any of its Organizational Documents in a manner that is materially adverse to the Lenders, except as required by Applicable Laws.

SECTION 11. Events of Default.

Upon the occurrence of any of the following specified events (each an "**Event of Default**"):

11.1. Payments. The Borrower shall (a) default in the payment when due of any principal of the Loans or any Unpaid Drawings, (b) default, and such default shall continue for more than five Business Days, in the payment when due of any interest on the Loans or (c) default, and such default shall continue for more than ten Business Days, in the payment when due of any Fees or any other amounts owing hereunder or under any other Credit Document; or

11.2. Representations, Etc. Any representation, warranty or statement made or deemed made by any Credit Party herein or in any other Credit Document or any certificate delivered or required to be delivered pursuant hereto or thereto shall prove to be materially untrue on the date as of which made or deemed made, and, to the extent capable of being cured, such incorrect representation and warranty shall remain incorrect in any material respect for a period of thirty days after written notice thereof from the Administrative Agent to the Borrower; or

11.3. Covenants. Any Credit Party shall:

(a) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.1(d)(i) (provided that notice of such default at any time shall timely cure the failure to provide such notice), Section 9.5 (solely with respect to the Borrower) or Section 10; provided that (x) a breach under Section 10.9 shall only result in an Event of Default (and shall not constitute an Event of Default hereunder if the Borrower has a Cure Right available) on the date that is 15 Business Days after the day on which a compliance certificate for Section 9.1 Financials is required to be delivered for the applicable fiscal quarter and (y) an Event of Default under Section 10.9 shall not constitute an Event of Default for purposes of any Term B Loan or Term C Loan, or result in the availability of any remedies for the Term B Lenders or Term C Lender, unless and until the Required Revolving Lenders have actually declared all Revolving Loans and all related Obligations to be immediately due and payable in accordance with this Agreement and such declaration has not been rescinded on or before the date the Required Lenders declare an Event of Default with respect to Section 10.9; or

(b) default in the due performance or observance by it of any term, covenant or agreement (other than those referred to in Section 11.1 or 11.2 or clause (a) of this Section 11.3) contained in this Agreement or any other Credit Document and such default shall continue unremedied for a period of at least 30 calendar days after receipt of written notice by the Borrower from the Administrative Agent or the Required Lenders; or

11.4. Default Under Other Agreements. (a) The Borrower or any Restricted Subsidiary shall (i) default in any payment with respect to any Indebtedness (other than any Indebtedness described in Section 11.1, Hedging Obligations or Indebtedness under any Permitted Receivables Financing or under any Qualified Securitization Financing) in a principal amount in excess of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated

Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) in the aggregate for the Borrower and such Restricted Subsidiaries beyond the period of grace or cure and following all required notices, if any, provided in the instrument or agreement under which such Indebtedness was created or (ii) default in the observance or performance of any agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist (other than any agreement or condition relating to, or provided in any instrument or agreement, under which such Hedging Obligations or such Permitted Receivables Financing or such Qualified Securitization Financing was created) beyond the period of grace or cure and following all required notices, if any, provided in the instrument or agreement under which such Indebtedness was created, if the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, any such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; or (b) without limiting the provisions of clause (a) above, any such Indebtedness shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment (other than any Hedging Obligations or Indebtedness under any Permitted Receivables Financing or under any Qualified Securitization Financing) or as a mandatory prepayment, prior to the stated maturity thereof; provided that clauses (a) and (b) above shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; provided, further, that this Section 11.4 shall not apply to (i) any Indebtedness if the sole remedy of the holder thereof following such event or condition is to elect to convert such Indebtedness into Stock or Stock Equivalents (other than Disqualified Stock) and cash in lieu of fractional shares or (ii) any such default that is remedied by or waived (including in the form of amendment) by the requisite holders of the applicable item of Indebtedness or contested in good faith by the Borrower or the applicable Restricted Subsidiary in either case, prior to acceleration of all the Loans pursuant to this Section 11; provided further that a breach of any financial covenant under any other Indebtedness shall not constitute an Event of Default unless the lenders under the document governing such Indebtedness have accelerated the Indebtedness thereunder or terminated such commitments thereunder as a result of such breach; or

11.5. Bankruptcy. Except as otherwise permitted under Section 10.3, (i) the Borrower or any Material Subsidiary shall commence a voluntary case, proceeding or action concerning itself under (a) the Bankruptcy Code or (b) in the case of any Foreign Subsidiary that is a Material Subsidiary, any domestic or foreign law relating to bankruptcy, judicial management, insolvency, reorganization, administration or relief of debtors in effect in its jurisdiction of incorporation, in each case as now or hereafter in effect, or any successor thereto; (ii) an involuntary case, proceeding or action is commenced against the Borrower or any Material Subsidiary in a court of competent jurisdiction and the petition is not controverted within 60 days after commencement of the case, proceeding or action; (iii) a custodian (as defined in the Bankruptcy Code), judicial manager, receiver, receiver manager, trustee, administrator or similar person is appointed by a court of competent jurisdiction for, or takes charge of, all or substantially all of the property of the Borrower or any Material Subsidiary; or (iv) the Borrower or any Material Subsidiary makes a general assignment for the benefit of creditors; or

11.6. ERISA. (a) The occurrence of any ERISA Event, (b) any Benefit Plan shall have an accumulated funding deficiency (whether or not waived); the Borrower or any ERISA Affiliate has incurred or is likely to incur a liability to or on account of a Benefit Plan or Multiemployer Plan under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code (including the giving of written notice thereof) or (c) there could result from any event or events set forth in clause (b) of this Section 11.6 the imposition of a Lien, the granting of a security interest, or a liability, or the reasonable likelihood of incurring a Lien, security interest, liability or event

but only if the events described in subsections (a), (b) or (c) will or would be reasonably likely, individually or the aggregate, to have a Material Adverse Effect; or

11.7. Guarantee. Any Guarantee provided by the Borrower or any Material Subsidiary or any material provision thereof shall cease to be in full force or effect (other than pursuant to the terms hereof or thereof) or any such Guarantor thereunder or any other Credit Party shall deny or disaffirm in writing any such Guarantor's obligations under the Guarantee; or

11.8. Pledge Agreement. Any Pledge Agreement pursuant to which the Stock or Stock Equivalents of the Borrower or any Material Subsidiary of the Borrower is pledged or any material provision thereof shall cease to be in full force or effect (other than pursuant to the terms hereof or thereof or due to any defect arising as a result of acts or omissions of the Administrative Agent, the Collateral Agent, the Collateral Trustee or any Lender which do not result from a material breach by a Credit Party of its obligations under the Credit Documents) or any pledgor thereunder or any other Credit Party shall deny or disaffirm in writing such pledgor's obligations under any Pledge Agreement; or

11.9. Security Agreement The Security Agreement or any other material Security Document pursuant to which the assets of any Credit Party are pledged as Collateral or any material provision thereof shall cease to be in full force or effect in respect of Collateral with an individual fair market value in excess of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (other than pursuant to the terms hereof or thereof or any defect arising as a result of acts or omissions of the Collateral Agent, the Administrative Agent, the Collateral Trustee or any Lender which do not result from a material breach by a Credit Party of its obligations under the Credit Documents) or any grantor thereunder or any other Credit Party shall deny or disaffirm in writing such grantor's obligations under the Security Agreement or any other such Security Document; or

11.10. Judgments. One or more final judgments or decrees shall be entered against the Borrower or any Restricted Subsidiary involving a liability requiring the payment of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period in the aggregate for all such final judgments and decrees for the Borrower and the Restricted Subsidiaries (to the extent not paid or covered by indemnity or insurance provided by a carrier that has not denied coverage) and any such final judgments or decrees shall not have been satisfied, vacated, discharged or stayed or bonded pending appeal within 60 consecutive days after the entry thereof;

11.11. Change of Control. A Change of Control shall occur;

11.12. Susquehanna Event of Default. A Susquehanna Event of Default shall occur:

(a) then, and in any such event, and at any time thereafter, if any Event of Default shall then be continuing (other than in the case of an Event of Default under Section 11.3(a) with respect to any default of performance or compliance with the covenant under Section 10.9 prior to the date the Revolving Loans (if any) have been accelerated and the Revolving Commitments have been terminated (and such declaration has not been rescinded)), subject to the terms of the Collateral Trust Agreement and any other applicable intercreditor agreement, the Administrative Agent shall, at the written request of the Required Lenders, by written notice to the Borrower, take any or all of the following actions, without prejudice to the rights of the Administrative Agent or any Lender to enforce its claims against the Borrower, except as otherwise specifically provided for in this Agreement (provided that, if an Event of Default specified in Section 11.5 shall occur

with respect to the Borrower, the result that would occur upon the giving of written notice by the Administrative Agent as specified in clauses (i), (ii), (iii), (iv), (v) and (vi) below shall occur automatically without the giving of any such notice): (i) declare the Total Revolving Commitment terminated, whereupon the Revolving Commitment, if any, of each Lender shall forthwith terminate immediately and any Fees theretofore accrued shall forthwith become due and payable without any other notice of any kind; (ii) declare the principal of and any accrued interest and Fees in respect of any or all Loans and any or all Obligations owing hereunder and under any other Credit Document to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; (iii) terminate any Letter of Credit that may be terminated in accordance with its terms; (iv) direct the Collateral Agent to enforce any and all Liens and security interests created pursuant to the Security Documents (or direct the Collateral Agent to cause the Collateral Trustee to enforce any and all Liens and security interests created pursuant to the Security Documents, as applicable); (v) enforce any and all of the Administrative Agent's rights under the Guarantee; and/or (vi) direct the Borrower to Cash Collateralize (and the Borrower agrees that upon receipt of such notice, or upon the occurrence of an Event of Default specified in Section 11.5 with respect to the Borrower, it will Cash Collateralize) all Revolving Letters of Credit issued and then-outstanding.

(b) Notwithstanding anything to the contrary contained herein, any Event of Default under this Agreement or similarly defined term under any other Credit Document, other than any Event of Default which cannot be waived without the written consent of each Lender directly and adversely affected thereby, (i) shall be deemed not to be "continuing" if the events, act or condition that gave rise to such Event of Default have been remedied or cured (including by payment, notice, taking of any action or omitting to take any action) or have ceased to exist and the Borrower is in compliance with this Agreement and/or such other Credit Document.

11.13. Application of Proceeds.

(a) Subject to clauses (b) and (c) below, any amount received by the Administrative Agent, the Collateral Trustee or the Collateral Agent from any Credit Party (or from proceeds of any Collateral) following any acceleration of the Obligations under this Agreement or any Event of Default with respect to the Borrower under Section 11.5 shall be applied in accordance with the Collateral Trust Agreement and any other applicable intercreditor agreement; provided that, with respect to any Term C Collateral Account (and all amounts deposited therein or credited thereto), any amounts so received shall be applied:

(i) First, on a pro rata basis, to the payment of all amounts due to the relevant Term L/C Issuer under any of the Credit Documents, excluding amounts payable in connection with any Term L/C Reimbursement Obligation;

(ii) Second, on a pro rata basis, to the payment of all amounts due to the relevant Term L/C Issuer in an amount equal to 100% of all Term L/C Reimbursement Obligations;

(iii) Third, on a pro rata basis, to any Secured Bank Party which has theretofore advanced or paid any fees to the relevant Term L/C Issuer, other than any amounts covered by priority Second, an amount equal to the amount thereof so advanced or paid by such Secured Bank Party and for which such Secured Bank Party has not been previously reimbursed;

(iv) Fourth, on a pro rata basis, to the payment of all other relevant Term L/C Obligations; and

(v) Last, the balance, if any, after all of the relevant Term L/C Obligations have been indefeasibly paid in full in cash, as set forth in the Collateral Trust Agreement and any other applicable intercreditor agreement.

(b) In the event that either (x) the Collateral Trust Agreement or any applicable intercreditor agreement directs the application with respect to any Collateral (other than any Term C Collateral Account (and all amounts deposited therein or credited thereto)) be made with reference to this Agreement or the other Credit Documents or (y) the Collateral Trust Agreement has been terminated and no intercreditor agreement is then in effect, any amount received by the Administrative Agent, the Collateral Trustee or the Collateral Agent from any Credit Party (or from proceeds of any Collateral), in each case, other than with respect to any Term C Collateral Account (and all amounts deposited therein or credited thereto) following any acceleration of the Obligations under this Agreement or any Event of Default with respect to the Borrower under Section 11.5 shall be applied:

(i) First, to the payment of all reasonable costs and expenses, fees, commissions and taxes of such sale, collection or other realization including compensation to the Administrative Agent, Collateral Agent and their agents and counsel, and all expenses, liabilities and advances made or incurred by the Administrative Agent and Collateral Agent in connection therewith and all amounts for which the Administrative Agent and Collateral Agent is entitled to indemnification pursuant to the provisions of any Credit Document, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(ii) Second, to the payment of all other reasonable costs and expenses of such sale, collection or other realization including all costs, liabilities and advances made or incurred by the other Secured Bank Parties in connection therewith, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(iii) Third, without duplication of amounts applied pursuant to clauses (i) and (ii) above, to the indefeasible payment in full in cash, pro rata, of interest and other similar amounts constituting Obligations (other than principal, reimbursement obligations in respect of Letters of Credit and obligations to cash collateralize Letters of Credit) and any fees, premiums and scheduled periodic payments due under Secured CA Hedging Agreements and Secured CA Cash Management Agreements to the extent constituting Obligations and any interest accrued thereon (excluding any breakage, termination or other payments thereunder), in each case equally and ratably in accordance with the respective amounts thereof then due and owing;

(iv) Fourth, to the payment in full in cash, pro rata, of principal amount of the Obligations (including reimbursement obligations in respect of Letters of Credit and obligations to cash collateralize Letters of Credit) and any premium thereon and any breakage, termination or other payments under Secured CA Hedging Agreement or Secured CA Cash Management Agreements to the extent constituting Obligations and any interest accrued thereon; and

(v) Fifth, the balance, if any, to the person lawfully entitled thereto (including the applicable Credit Party or its successors or assigns) or as a court of competent jurisdiction may direct.

(c) In the event that the Collateral Trust Agreement has been terminated and no intercreditor agreement is then in effect, any amount received by the Administrative Agent or the

Collateral Agent from any Credit Party with respect to any Term C Collateral Account (and all amounts deposited therein or credited thereto) following any acceleration of the Obligations under this Agreement or any Event of Default with respect to the Borrower under Section 11.5 shall be applied in the order set forth in the proviso to clause (a) above.

11.14. Right to Cure.

(a) Notwithstanding anything to the contrary contained in Section 11.3(a), in the event that the Borrower fails to comply with the requirement of the covenant set forth in Section 10.9, after the beginning of the applicable fiscal quarter until the expiration of the fifteenth Business Day after the date on which the compliance certificate relating to Section 9.1 Financials with respect to the Test Period in which the covenant set forth in such Section is being measured are required to be delivered pursuant to Section 9.1 (the "**Cure Period**"), a direct or indirect parent entity of the Borrower or any other Person shall have the right to make a direct or indirect equity investment (in the form of cash common equity or otherwise in a form reasonably acceptable to the Administrative Agent) in the Borrower (the "**Cure Right**"), and upon receipt by the Borrower of the net cash proceeds pursuant to the exercise of the Cure Right (including through the capital contribution of any such net cash proceeds to the Borrower, the "**Cure Amount**"), the covenant set forth in such Section shall be recalculated, giving effect to the pro forma increase to Consolidated Adjusted EBITDA for such Test Period in an amount equal to such Cure Amount; provided that (i) such pro forma adjustment to Consolidated Adjusted EBITDA shall be given solely for the purpose of calculating the covenant set forth in such Section with respect to any Test Period that includes the fiscal quarter for which such Cure Right was exercised and not for any other purpose under any Credit Document, (ii) unless actually applied to Indebtedness, there shall be no pro forma reduction in Indebtedness with the proceeds of any Cure Right for determining compliance with Section 10.9 for the fiscal quarter in respect of which such Cure Right is exercised (either directly through prepayment or indirectly as a result of the netting of Unrestricted Cash for purposes of the definitions of Consolidated Total Debt) and (iii) subject to clause (ii), no other adjustment under any other financial definition shall be made as a result of the exercise of any Cure Right.

(b) If, after the exercise of the Cure Right and the recalculations pursuant to clause (a) above, the Borrower shall then be in compliance with the requirements of the covenant set forth in Section 10.9 during such Test Period (including for the purposes of Section 7), the Borrower shall be deemed to have satisfied the requirements of such covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Default or Event of Default under Section 11.3 that had occurred shall be deemed cured for purposes of this Agreement; provided that (i) in each Test Period there shall be at least two fiscal quarters for which no Cure Right is exercised, (ii) no more than five Cure Rights may be exercised during the term of the Revolving Credit Facility and (iii) with respect to any exercise of the Cure Right, the Cure Amount shall be no greater than the amount required to cause the Borrower to be in compliance with the covenant set forth in Section 10.9.

(c) Neither the Administrative Agent nor any Lender shall exercise the right to accelerate the Loans or terminate the Commitments and none of the Administrative Agent, any Lender or any other Secured Bank Party shall exercise any right to foreclose on or take possession of the Collateral or exercise any other remedy prior to the expiration of the Cure Period solely on the basis of an Event of Default having occurred and being continuing with respect to a failure to comply with the requirement of the covenant set forth in Section 10.9 (it being understood that no Revolving Lender or Revolving L/C Issuer shall be required to fund Revolving Loans or extend

new credit in respect of Revolving Letters of Credit during any such Cure Period prior to any Cure Right being exercised).

SECTION 12. The Agents.

12.1. Appointment.

(a) Each Secured Bank Party (other than the Administrative Agent) hereby irrevocably designates and appoints the Administrative Agent as the agent of such Secured Bank Party under this Agreement and the other Credit Documents and irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Credit Documents, together with such other powers as are reasonably incidental thereto. The provisions of this Section 12 (other than this Section 12.1 and Sections 12.9, 12.12 and 12.13 with respect to the Borrower) are solely for the benefit of the Agents, the Joint Lead Arrangers and the other Secured Bank Parties, and the Borrower shall not have any rights as a third party beneficiary of such provision. Notwithstanding any provision to the contrary elsewhere in this Agreement, no Agent shall have any duties or responsibilities, except those expressly set forth herein or in any other Credit Document, any fiduciary relationship with any other Secured Bank Party or any agency or trust obligations with respect to any Credit Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Credit Document or otherwise exist against such Agent.

(b) The Secured Bank Parties hereby irrevocably designate and appoint the Collateral Representative as the agent with respect to the Collateral, and each of the Secured Bank Parties hereby irrevocably authorizes the Collateral Representative, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit Documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Representative by the terms of this Agreement and the other Credit Documents, together with such other powers as are reasonably incidental thereto. In addition, the Secured Bank Parties hereby irrevocably designate and appoint the Collateral Agent as an additional agent with respect to the Collateral, and each Secured Bank Party hereby irrevocably authorizes the Collateral Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit 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 Credit Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Collateral Agent shall have no duties or responsibilities except those expressly set forth herein or in any other Credit Document, any fiduciary relationship with any of the other Secured Bank Parties or any agency or trust obligations with respect to any Credit Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Credit Document or otherwise exist against the Collateral Agent.

(c) Each of the Joint Lead Arrangers and Bookrunners, each in its capacity as such, shall not have any obligations, duties or responsibilities under this Agreement but shall be entitled to all benefits of this Section 12.

12.2. Delegation of Duties. The Administrative Agent and the Collateral Agent may each execute any of its duties under this Agreement and the other Credit Documents

by or through agents, sub-agents, employees or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither the Administrative Agent nor the Collateral Agent shall be responsible for the negligence or misconduct of any agents, sub-agents or attorneys-in-fact selected by it in the absence of gross negligence or willful misconduct (as determined in the final judgment of a court of competent jurisdiction).

12.3. Exculpatory Provisions.

(a) No Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by any of them under or in connection with this Agreement or any other Credit Document (except for its or such Person's own gross negligence or willful misconduct, as determined in the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein) or (b) responsible in any manner to any of the Lenders or any participant for any recitals, statements, representations or warranties made by the Borrower, any Guarantor, any other Credit Party or any officer thereof contained in this Agreement or any other Credit Document or in any certificate, report, statement or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any other Credit Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Credit Document, or the perfection or priority of any Lien or security interest created or purported to be created under the Security Documents, or for any failure of the Borrower, any Guarantor or any other Credit Party to perform its obligations hereunder or thereunder. No Agent shall be under any obligation to any other Secured Bank Party to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Credit Document, or to inspect the properties, books or records of any Credit Party or any Affiliate thereof.

(b) Each Lender confirms to the Administrative Agent, the Collateral Agent, each other Lender and each of their respective Related Parties that it (i) possesses (individually or through its Related Parties) such knowledge and experience in financial and business matters that it is capable, without reliance on the Administrative Agent, the Collateral Agent, any other Lender or any of their respective Related Parties, of evaluating the merits and risks (including tax, legal, regulatory, credit, accounting and other financial matters) of (x) entering into this Agreement, (y) making Loans and other extensions of credit hereunder and under the other Credit Documents and (z) in taking or not taking actions hereunder and thereunder, (ii) is financially able to bear such risks and (iii) has determined that entering into this Agreement and making Loans and other extensions of credit hereunder and under the other Credit Documents is suitable and appropriate for it.

(c) Each Lender acknowledges that (i) it is solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Agreement and the other Credit Documents, (ii) that it has, independently and without reliance upon the Administrative Agent, the Collateral Agent, any other Lender or any of their respective Related Parties, made its own appraisal and investigation of all risks associated with, and its own credit analysis and decision to enter into, this Agreement based on such documents and information, as it has deemed appropriate and (iii) it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, any other Lender or any of their respective Related Parties, continue to be solely responsible for making its own appraisal and investigation of all risks arising under or in connection with, and its own credit analysis and decision to take or not take action under, this Agreement and the other Credit Documents based on such documents and information as it shall from time to time deem appropriate, which may include, in each case:

(i) the financial condition, status and capitalization of the Borrower and each other Credit Party;

(ii) the legality, validity, effectiveness, adequacy or enforceability of this Agreement and each other Credit Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Credit Document;

(iii) determining compliance or non-compliance with any condition hereunder to the making of a Loan or the issuance of a Letter of Credit and the form and substance of all evidence delivered in connection with establishing the satisfaction of each such condition; and

(iv) the adequacy, accuracy and/or completeness of any information delivered by the Administrative Agent, the Collateral Agent, any other Lender or by any of their respective Related Parties under or in connection with this Agreement or any other Credit Document, the transactions contemplated hereby and thereby or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Credit Document.

(d) The Collateral Agent shall not be responsible for and makes no representation as to the existence, genuineness, value or protection of any Collateral, for the legality, effectiveness or sufficiency of any Security Document, or for the creation, perfection, priority, sufficiency or protection of any liens securing the Loans.

(e) For the avoidance of doubt, nothing herein shall require the Collateral Agent to file financing statements or continuation statements, or be responsible for maintaining the security interests purported to be created as described herein (except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder or under any other Loan Document) and such responsibility shall be solely that of the Credit Parties.

(f) Notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Collateral Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction, reasonable satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Collateral Agent, it is understood that in all cases the Collateral Agent shall be fully justified in failing or refusing to take any such action under this Agreement if it shall not have received such written instruction, advice or concurrence of the Administrative Agent, as it deems appropriate. This provision is intended solely for the benefit of the Collateral Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.

(g) In no event shall the Collateral Agent be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Collateral Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

12.4. Reliance by Agents. The Administrative Agent and the Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex, electronic mail, or teletype message, statement, order or other document or instruction believed by it in good faith 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 Borrower), independent accountants and other experts selected by the Administrative Agent or the Collateral Agent. The Administrative Agent may deem and treat the Lender specified in the Register with respect to any amount owing hereunder as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent and the Collateral Agent and shall be fully justified in failing or refusing to take any action under this Agreement or any other Credit Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent and the Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Credit Documents in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans; provided that none of the Administrative Agent or the Collateral Agent shall be required to take any action that, in its opinion or in the opinion of its counsel, may expose it to liability or that is contrary to any Credit Document or Applicable Law. For purposes of determining compliance with the conditions specified in Sections 6 and 7 on the Closing Date, each Lender that has signed or authorized the signing of this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

12.5. Notice of Default. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless an officer of the Administrative Agent or the Collateral Agent having direct responsibility for the administration of this Agreement, as applicable, has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent or the Collateral Agent receives such a notice, it shall give notice thereof to the Lenders, the Collateral Representative and either the Administrative Agent or the Collateral Agent, as applicable. The Administrative Agent, the Collateral Agent and the Collateral Trustee shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided that unless and until the Administrative Agent, the Collateral Agent or the Collateral Trustee, as applicable, shall have received such directions, the Administrative Agent, the Collateral Agent or the Collateral Trustee, as applicable, may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as is within its authority to take under this Agreement and otherwise as it shall deem advisable in the best interests of the Lenders except to the extent that this Agreement requires that such action be taken only with the approval of the Required Lenders or each of the Lenders, as applicable.

12.6. Non-Reliance on Administrative Agent, Collateral Agent and Other Lenders. Each Lender expressly acknowledges that none of the Administrative Agent, the Collateral Agent or any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent or the Collateral Agent hereinafter taken, including any review of the affairs of the Borrower, any Guarantor or any other Credit Party, shall be deemed to constitute any representation or warranty by the Administrative Agent or the Collateral Agent to any Lender or the L/C Issuer. Each Lender and the L/C Issuer represents to Administrative Agent and the Collateral Agent that it has, independently and without reliance upon the Administrative Agent, Collateral Agent or any other Lender, 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, each Guarantor and each other Credit Party and made its own decision to make its Loans hereunder and enter into this Agreement. Each

Lender also represents that it will, independently and without reliance upon the Administrative Agent, Collateral 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 analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Credit Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower, each Guarantor and each other Credit Party. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, none of the Administrative Agent or the Collateral Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, assets, operations, properties, financial condition, prospects or creditworthiness of the Borrower, any Guarantor or any other Credit Party that may come into the possession of the Administrative Agent, the Collateral Agent or any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates.

12.7. Indemnification. The Lenders agree to indemnify each Agent, each in its capacity as such (to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably according to their respective portions of the Total Credit Exposure in effect on the date on which indemnification is sought (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with their respective portions of the Total Credit Exposure in effect immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time occur (including at any time following the payment of the Loans) be imposed on, incurred by or asserted against such Agent, including all fees, disbursements and other charges of counsel to the extent required to be reimbursed by the Credit Parties pursuant to Section 13.5, in any way relating to or arising out of the Commitments, this Agreement, any of the other Credit Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing **(SUBJECT TO THE PROVISO BELOW, WHETHER OR NOT CAUSED BY OR ARISING IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE ORDINARY NEGLIGENCE OF THE INDEMNIFIED PERSON)** ; provided that no Lender shall be liable to any Agent for the payment of 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 determined by a final judgment of a court of competent jurisdiction; provided, further, that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Credit Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 12.7. In the case of any investigation, litigation or proceeding giving rise to any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time occur, be imposed upon, incurred by or asserted against the Administrative Agent or the Collateral Agent in any way relating to or arising out of the Commitments, this Agreement, any of the other Credit Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing (including at any time following the payment of the Loans), this Section 12.7 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse such Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including attorneys' fees) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice rendered in respect of rights or responsibilities under, this Agreement, any other Credit Document, or any document contemplated by or referred to herein, to the extent that such Agent is not reimbursed for such expenses by or on behalf of the Borrower; provided that such reimbursement by the Lenders shall not

affect the Borrower's continuing reimbursement obligations with respect thereto. If any indemnity furnished to any Agent for any purpose shall, in the opinion of such Agent, be insufficient or become impaired, such Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished; provided in no event shall this sentence require any Lender to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement in excess of such Lender's *pro rata* portion thereof; and provided further, this sentence shall not be deemed to require any Lender to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement resulting from such Agent's gross negligence or willful misconduct (as determined by a final judgment of court of competent jurisdiction). The agreements in this Section 12.7 shall survive the payment of the Loans and all other amounts payable hereunder and the resignation or removal of any Agent.

12.8. Agents in their Individual Capacities. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower, any Guarantor, and any other Credit Party as though such Agent were not an Agent hereunder and under the other Credit Documents. With respect to the Loans made by it, each Agent shall have the same rights and powers under this Agreement and the other Credit Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

12.9. Successor Agents. (a) Each of the Administrative Agent and Collateral Agent may resign at any time by notifying the other Agent, the Lenders, the L/C Issuers and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, subject to the consent of the Borrower (not to be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may (i) on behalf of the Lenders and the L/C Issuers, appoint a successor Agent meeting the qualifications set forth above (including receipt of the Borrower's consent) or (ii) petition a court of competent jurisdiction for the appointment of a successor; provided that if such Agent shall notify the Borrower and the Lenders that no qualifying Person (including as a result of the absence of consent of the Borrower) has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (x) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of any of the Secured Parties under any of the Credit Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (y) all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Required Lenders with (except after the occurrence and during the continuation of an Event of Default under Section 11.1 or 11.5) the consent of the Borrower (not to be unreasonably withheld) appoint successor Agents as provided for above in this paragraph. Upon the acceptance of a successor's appointment as the Administrative Agent or Collateral Agent, as the case may be, hereunder, and upon the execution and filing or recording of such financing statements, or amendments thereto, and such amendments or supplements to the Mortgages, and such other instruments or notices, as may be necessary or desirable, or as the Required Lenders may request, in order to continue the perfection of the Liens granted or purported to be granted by the Security Documents, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower (following the effectiveness of such appointment) to such Agent shall be the same as those payable to its

predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Credit Documents, the provisions of this Section 12 (including Section 12.7) and Section 13.5 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as an Agent.

(b) Without limitation to Section 3.6(a) or 13.9, any resignation by Citibank, N.A. as Administrative Agent pursuant to this Section 12.9 shall also constitute its resignation as a L/C Issuer. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (b) the retiring L/C Issuer shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

12.10. Withholding Tax. To the extent required by any Applicable Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any authority of the United States or any other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate documentation was not delivered, was not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstances that rendered the exemption from, or reduction of, withholding Tax ineffective, or for any other reason), such Lender shall indemnify the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by the Borrower (solely to the extent required by this Agreement) and without limiting the obligation of the Borrower to do so) fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including penalties and interest, together with all expenses incurred, including legal expenses, allocated staff costs and any out of pocket expenses. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement, any other Credit Document or otherwise against any amount due to the Administrative Agent under this Section 12.10. For purposes of this Section 12.10, the term "Lender" includes any L/C Issuer. The agreements in this Section 8.13 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

12.11. Trust Indenture Act. In the event that Citibank, N.A. or any of its Affiliates shall be or become an indenture trustee under the Trust Indenture Act of 1939 (as amended, the "**Trust Indenture Act**") in respect of any securities issued or guaranteed by any Credit Party, each Credit Party and each Lender agrees that any payment or property received in satisfaction of or in respect of any Obligation of such Credit Party hereunder or under any other Credit Document by or on behalf of Citibank, N.A., in its capacity as the Administrative Agent or the Collateral Agent for the benefit of any Lender or Secured Party under any Credit Document (other than Citibank, N.A. or an Affiliate of Citibank, N.A.) and which is applied in accordance with the Credit Documents shall be deemed to be exempt from the requirements of Section 311 of the Trust Indenture Act pursuant to Section 311(b)(3) of the Trust Indenture Act.

12.12. Collateral Trust Agreement; Intercreditor Agreements. Each of the Collateral Agent, the Collateral Trustee and the Administrative Agent is hereby authorized to enter into the Collateral Trust Agreement and any other intercreditor agreement contemplated hereby, and the parties hereto acknowledge that the Collateral Trust Agreement and any other intercreditor agreement to which the

Collateral Agent, the Collateral Trustee and/or the Administrative Agent is a party are each binding upon them. Each Lender (a) hereby agrees that it will be bound by and will take no actions contrary to the provisions of the Collateral Trust Agreement and any such other intercreditor agreement and (b) hereby authorizes and instructs the Collateral Agent, the Collateral Trustee and the Administrative Agent to enter into any First Lien Intercreditor Agreement and any Junior Lien Intercreditor Agreement and to subject the Liens on the Collateral securing the Obligations to the provisions thereof. In addition, each Lender hereby authorizes the Collateral Agent, the Collateral Trustee and the Administrative Agent to enter into (i) any amendments to the Collateral Trust Agreement and (ii) any other intercreditor arrangements, in the case of clauses (i) and (ii) to the extent required to give effect to the establishment of intercreditor rights and privileges as contemplated and required by Section 10.2 of this Agreement.

12.13. Security Documents and Guarantee; Agents under Security Documents and Guarantee . (a) Each Secured Bank Party hereby further authorizes the Administrative Agent or the Collateral Agent, as applicable, on behalf of and for the benefit of the Secured Bank Parties, to be the agent for and representative of the Secured Bank Parties with respect to the Guarantee, the Collateral and the Security Documents, as applicable. Subject to Section 13.1, without further written consent or authorization from any Secured Bank Party, the Administrative Agent or the Collateral Agent, as applicable, may (or may otherwise instruct the Collateral Representative to) execute any documents or instruments necessary to (a) release any Lien on any property granted to or held by the Administrative Agent, the Collateral Agent (acting at the direction of the Administrative Agent) or the Collateral Trustee (or any sub-agent thereof) under any Credit Document (i) upon the payment in full (or Cash Collateralization) of all Obligations (except for Hedging Obligations in respect of any Secured CA Hedging Agreement, Cash Management Obligations in respect of Secured CA Cash Management Agreements and contingent obligations in respect of which a claim has not yet been made and Cash Collateralized Letters of Credit), (ii) if the property subject to such Lien is sold or to be sold or transferred as part of or in connection with any sale or other transfer permitted hereunder and the other Credit Documents to a Person that is not a Credit Party or in connection with the designation of any Restricted Subsidiary as an Unrestricted Subsidiary or an Excluded Project Subsidiary in compliance with this Agreement, (iii) if the property subject to such Lien is owned by a Credit Party, upon the release of such Credit Party from its Guarantee otherwise in accordance with the Credit Documents, (iv) as and to the extent provided in the Security Documents, (v) if the property subject to such Lien constitutes Excluded Collateral or Excluded Stock and Stock Equivalents, or (vi) if approved, authorized or ratified in writing in accordance with Section 13.1; (b) release any Guarantor that is a Subsidiary from its obligations under the Guarantee if such Person ceases to be a Restricted Subsidiary (or otherwise becomes an Excluded Subsidiary) as a result of a transaction or designation permitted hereunder; provided, that the release of any Guarantor from its obligations under this Agreement, if such Guarantor becomes an Excluded Subsidiary of the type described in clause (b) of the definition thereof, shall only be permitted if such Guarantor becomes an Excluded Subsidiary of such type solely as a result of a permitted transaction with a Person that is not an Affiliate of Borrower (other than to the extent such Person becomes a non-Affiliate of Borrower as a result of such transaction) that is not solely for the purpose of releasing such Guarantor from its Guarantee; (c) subordinate any Lien on any property granted to or held by the Administrative Agent, the Collateral Agent or the Collateral Trustee under any Credit Document to the holder of any Lien permitted under clauses (d), (f) (to the extent representing a refinancing Lien in respect of Section 10.2(g)), (g), (s), (u), and (ff) of Section 10.2 and clause (o) of the definition of "Permitted Liens"; or (d) enter into subordination or intercreditor agreements with respect to Indebtedness to the extent the Administrative Agent, the Collateral Agent or the Collateral Trustee is otherwise contemplated herein as being a party to such intercreditor or subordination agreement, including the Collateral Trust Agreement.

(b) Right to Realize on Collateral and Enforce Guarantee . Anything contained in any of the Credit Documents to the contrary notwithstanding, the Borrower, the Agents, the Joint Lead

Arrangers and each Secured Bank Party hereby agree that (i) no Secured Bank Party shall have any right individually to realize upon any of the Collateral or to enforce the Guarantee, it being understood and agreed that all powers, rights and remedies hereunder and under the Guaranty may be exercised solely by the Administrative Agent or Collateral Agent, on behalf of the Secured Bank Parties in accordance with the terms hereof and thereof and all powers, rights and remedies under the Security Documents may be exercised solely by the Collateral Trustee and the Collateral Agent, in each case, on behalf of the Secured Bank Parties, and (ii) in the event of a foreclosure by the Collateral Representative on any of the Collateral pursuant to a public or private sale or other disposition, the Collateral Representative or any Secured Bank Party may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and each of the Collateral Trustee and the Collateral Agent, as agent for and representative of the Secured Bank Parties (but not any Lender or Lenders in its or their respective individual capacities unless Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by the Collateral Representative at such sale or other disposition. No holder of Hedging Obligations under Secured CA Hedging Agreements or Cash Management Obligations under Secured CA Cash Management Agreements shall have any rights in connection with the management or release of any Collateral or of the obligations of any Credit Party under this Agreement. No holder of Hedging Obligations under Secured CA Hedging Agreements or Cash Management Obligations under Secured CA Cash Management Agreements that obtains the benefits of any Guarantee or any Collateral by virtue of the provisions hereof or of any other Credit Document shall have any right to notice of any action or to consent to or vote on, direct or object to any action hereunder or under any other Credit Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender, L/C Issuer or Agent and, in such case, only to the extent expressly provided in the Credit Documents. Notwithstanding any other provision of this Agreement to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured CA Hedging Agreements and Secured CA Cash Management Agreements, unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

12.14. Erroneous Payments.

(a) If the Administrative Agent notifies a Lender, L/C Issuer or Secured Bank Party, or any Person who has received funds on behalf of a Lender, L/C Issuer or Secured Bank Party (any such Lender, L/C Issuer, Secured Bank Party or other recipient (other than a Credit Party), a "**Payment Recipient**") that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, L/C Issuer, Secured Bank Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender, L/C Issuer or Secured Bank Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same

day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error. If a Payment Recipient receives any payment, prepayment or repayment of principal, interest, fees, distribution or otherwise and does not receive a corresponding payment notice or payment advice, such payment, prepayment or repayment shall be presumed to be in error absent written confirmation from the Administrative Agent to the contrary.

(b) Each Lender, L/C Issuer or Secured Bank Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, L/C Issuer or Secured Bank Party under any Credit Document, or otherwise payable or distributable by the Administrative Agent to such Lender, L/C Issuer or Secured Bank Party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(c) For so long as an Erroneous Payment (or portion thereof) has not been returned by any Payment Recipient who received such Erroneous Payment (or portion thereof) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**") to the Administrative Agent after demand therefor in accordance with immediately preceding clause (a), (i) the Administrative Agent may elect, in its sole discretion on written notice to such Lender, L/C Issuer or Secured Bank Party, that all rights and claims of such Lender, L/C Issuer or Secured Bank Party with respect to the Loans or other Obligations owed to such Person up to the amount of the corresponding Erroneous Payment Return Deficiency in respect of such Erroneous Payment (the "**Corresponding Loan Amount**") shall immediately vest in the Administrative Agent upon such election; after such election, the Administrative Agent (x) may reflect its ownership interest in Loans in a principal amount equal to the Corresponding Loan Amount in the Register, and (y) upon five business days' written notice to such Lender, L/C Issuer or Secured Bank Party, may sell such Loan (or portion thereof) in respect of the Corresponding Loan Amount, and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by such Lender, L/C Issuer or Secured Bank Party shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender, L/C Issuer or Secured Bank Party (and/or against any Payment Recipient that receives funds on its behalf), and (ii) each party hereto agrees that, except to the extent that the Administrative Agent has sold such Loan, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of such Lender, L/C Issuer or Secured Bank Party with respect to the Erroneous Payment Return Deficiency. For the avoidance of doubt, no vesting or sale pursuant to the foregoing clause (i) will reduce the Commitments of any Lender or L/C Issuer and such Commitments shall remain available in accordance with the terms of this Agreement.

(d) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Credit Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Credit Party for the purpose of making such Erroneous Payment.

(e) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(f) Each party's obligations, agreements and waivers under this Section 12.14 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Credit Document.

12.15. Certain ERISA Matters.

(a) Each Lender and Term L/C Issuer (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a party hereto to the date such Person ceases being a party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that at least one of the following is and will be true:

(i) such Lender or Term L/C Issuer, as applicable, is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plan Investors with respect to such Person's entrance into, participation in, administration of and performance of the Loans, the Term Letters of Credit, the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Person's entrance into, participation in, administration of and performance of the Loans, the Term Letters of Credit, the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement,

(iii) (A) such Person is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Person to enter into, participate in, administer and perform the Initial Term B Loans, the Initial Term C Loans, the Initial Revolving Loans, the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Term Letters of Credit , the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Person, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Person's entrance into, participation in, administration of

and performance of the Loans, the Term Letters of Credit, the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender or Term L/C Issuer.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Initial Term B Loans, the Initial Term C Loans, the Initial Revolving Loans, the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Documents or any documents related hereto or thereto).

SECTION 13. Miscellaneous.

13.1. Amendments, Waivers and Releases. Neither this Agreement nor any other Credit Document, nor any terms hereof or thereof, may be amended, supplemented or modified except in accordance with the provisions of this Section 13.1. The Required Lenders may, or, with the written consent of the Required Lenders, the Administrative Agent and/or the Collateral Agent may, from time to time, (a) enter into with the relevant Credit Party or Credit Parties written amendments, supplements or modifications hereto and to the other Credit Documents for the purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the Lenders or of the Credit Parties hereunder or thereunder or (b) waive in writing, on such terms and conditions as the Required Lenders or the Administrative Agent and/or Collateral Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; provided, however, that each such waiver and each such amendment, supplement or modification shall be effective only in the specific instance and for the specific purpose for which given; and provided, further, that no such waiver and no such amendment, supplement or modification shall:

(i) forgive or reduce any portion of any Loan or extend the final scheduled maturity date of any Loan or reduce the stated rate, or forgive any portion, or extend the date for the payment, of any interest or Fee payable hereunder (other than as a result of waiving the applicability of any post-default increase in interest rates), or extend the final expiration date of any Lender's Commitment or extend the final expiration date of any Revolving Letter of Credit beyond the applicable Revolving L/C Maturity Date or extend the final expiration date of any Term Letter of Credit beyond the Term L/C Termination Date, or increase the aggregate amount of the Commitments of any Lender, in each case without the written consent of each Lender directly and adversely affected thereby; provided that, in each case for purposes of this clause (i), a waiver of any condition precedent in Section 6 or Section 7 of this Agreement, the waiver of any Default,

Event of Default, default interest, mandatory prepayment or reductions, any modification, waiver or amendment to the financial definitions or financial ratios or any component thereof or the waiver of any other covenant shall not constitute an increase of any Commitment of a Lender, a reduction or forgiveness of any portion of any Loan or in the interest rates or the fees or premiums or a postponement of any date scheduled for the payment of principal or interest or an extension of the final maturity of any Loan, or the scheduled termination date of any Commitment; or

(ii) amend, modify or waive any provision of this Section 13.1 or reduce the percentages specified in the definition of "Required Lenders", "Required Revolving Lenders", "Required Term B Lenders" or "Required Term C Lenders", consent to the assignment or transfer by the Borrower of its rights and obligations under any Credit Document to which it is a party (except as permitted pursuant to Section 10.3) or alter the order of application set forth in Section 5.2(c) or Section 11.13 or Section 3.4 of the Collateral Trust Agreement, in each case without the written consent of each Lender directly and adversely affected thereby, or

(iii) amend, modify or waive any provision of Section 12 without the written consent of the then-current Administrative Agent and Collateral Agent or any other former or current Agent to whom Section 12 then applies in a manner that directly and adversely affects such Person, or

(iv) amend, modify or waive any provision of Section 3 with respect to any Letter of Credit in a manner that directly and adversely affects a L/C Issuer without the written consent of the such L/C Issuer,

(v) release all or substantially all of the value of the Guarantors under the Guarantee (except as expressly permitted by the Guarantee or this Agreement) or, subject to the Collateral Trust Agreement, release all or substantially all of the Collateral under the Security Documents (except as expressly permitted by the Security Documents or this Agreement), in either case without the prior written consent of each Lender;

(vi) amend, modify or waive any provision of any Credit Document that would have the effect of subordinating (x) the Liens securing any of the Loans on all or substantially all of the Collateral to the Liens securing any other Indebtedness or other obligations or (y) any Loans in contractual right of payment to any other Indebtedness; *provided*, that any subordination expressly permitted by the Collateral Trust Agreement or other intercreditor agreement as permitted to be entered into under this Agreement or any other Credit Document shall not be restricted by subclauses (x) and (y) above; or

(vii) amend, modify or waive any provision relating to a Susquehanna Event of Default or the last paragraph of Section 10.3, in each case, without the written consent of the Required Lenders and the Required Revolving Lenders.

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the affected Lenders and shall be binding upon the Borrower, the applicable Credit Parties, such Lenders, the Administrative Agent and all future holders of the affected Loans.

In the case of any waiver, the Borrower, the applicable Credit Parties, the Lenders, the Administrative Agent shall be restored to their former positions and rights hereunder and under the other Credit Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing, it being understood that no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. In connection with the foregoing provisions, the

Administrative Agent may, but shall have no obligations to, with the concurrence of any Lender, execute amendments, modifications, waivers or consents on behalf of such Lender.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, modification, supplement, waiver or consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender (it being understood that any Commitments or Loans held or deemed held by any Defaulting Lender shall be excluded for a vote of the Lenders hereunder requiring any consent of the Lenders, except as expressly provided for by this Agreement).

Notwithstanding the foregoing, (i) only the Required Revolving Lenders under the Revolving Credit Facility shall have the ability to waive, amend, supplement or modify the covenant set forth in Section 10.9 (or the defined terms to the extent used therein but not as used in any other provision of this Agreement or any other Credit Document), Section 11 (solely as it directly relates to Section 10.9), or Section 9.1 (solely as it directly relates to a qualification resulting from an actual Event of Default under Section 10.9), (ii) the written consent of the Required Revolving Lenders, each Revolving L/C Issuer and the Administrative Agent shall be required to amend the sublimit for Revolving Letters of Credit and the definition of "Revolving L/C Commitment" and (iii) Section 4.2 may not be waived or amended in a manner that affects the making of any Revolving Loan without the consent of the Required Revolving Lenders.

Notwithstanding the foregoing, in addition to any credit extensions and related Incremental Amendment(s) effectuated without the consent of Lenders in accordance with Section 2.14, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Credit Documents with the Loans and Commitments and the accrued interest and Fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and other definitions related to such new Loans and Commitments.

In addition, notwithstanding the foregoing, the Administrative Agent, the Collateral Agent, the relevant L/C Issuer(s) and the relevant Credit Parties may amend, supplement or modify any provision of Section 3 (or any defined term as used in such Section 3, or any underlying definition thereto as used in Section 3, or any underlying definition thereto as used in Section 3) to make technical, ministerial or operational changes (or any other amendments, supplements or modifications which impact such consenting L/C Issuer) without the consent of any Lender so long as such amendments do not adversely affect the Lenders.

In addition, any waiver, amendment or modification of this Agreement that by its terms affects the rights or duties under this Agreement of Lenders holding Loans or Commitments of a particular Class (but not the Lenders holding Loans or Commitments of any other Class) may be effected by an agreement or agreements in writing entered into by the Borrower and the requisite percentage in interest of the affected Class of Lenders stating that would be required to consent thereto under this Section 13.1 if such Class of Lenders were the only Class of Lenders hereunder at the time.

In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term B Loans to permit the refinancing of all outstanding Term B Loans of a given Class ("**Refinanced Term B Loans**") with a replacement term loan tranche (" **Replacement Term B Loans**") hereunder; provided that (a) except as otherwise permitted hereby, the aggregate principal amount of such

Replacement Term B Loans shall not exceed the aggregate principal amount of such Refinanced Term B Loans plus (i) an amount equal to all accrued but unpaid interest, fees, premium, and expenses incurred in connection therewith (including original issue discount, upfront fees and similar items) and (ii) unused commitment amounts, (b) the Weighted Average Life to Maturity of such Replacement Term B Loans shall not be shorter than the Weighted Average Life to Maturity of such Refinanced Term B Loans at the time of such refinancing ((without giving effect to any previous amortization payments or prepayments of the Term B Loans), and (c) the covenants, defaults, guaranties, security and mandatory repayment provisions applicable to such Replacement Term B Loans shall be substantially identical to, or less favorable (taken as a whole) to the Lenders providing such Replacement Term B Loans than those applicable to such Refinanced Term B Loans, except to the extent necessary to provide for covenants and other provisions applicable only to periods after the Latest Maturity Date in effect immediately prior to such refinancing.

In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term C Loans (as defined below) to permit the refinancing of all outstanding Term C Loans of a given Class ("**Refinanced Term C Loans**") with a replacement term loan tranche ("**Replacement Term C Loans**") hereunder; provided that (a) except as otherwise permitted hereby, the aggregate principal amount of such Replacement Term C Loans shall not exceed the aggregate principal amount of such Refinanced Term C Loans plus (i) an amount equal to all accrued but unpaid interest, fees, premium, and expenses incurred in connection therewith (including original issue discount, upfront fees and similar items) and (ii) unused commitment amounts, (b) the Weighted Average Life to Maturity of such Replacement Term C Loans shall not be shorter than the Weighted Average Life to Maturity of such Refinanced Term C Loans at the time of such refinancing (without giving effect to any previous amortization payments or prepayments of the Term C Loans) and (c) the covenants, defaults, guaranties, security and mandatory repayment provisions applicable to such Replacement Term C Loans shall be substantially identical to, or less favorable (taken as a whole) to the Lenders providing such Replacement Term C Loans than those applicable to such Refinanced Term C Loans, except to the extent necessary to provide for covenants and other provisions applicable only to periods after the Latest Maturity Date in effect immediately prior to such refinancing.

In addition, notwithstanding the foregoing, this Agreement and the other Credit Documents may be amended with the written consent of the Administrative Agent, the Borrower, the Term L/C Issuers and the Lenders providing the relevant Replacement Facility to permit the replacement of all outstanding Term C Loans of a given Class ("**Replaced Term C Loans**") or all outstanding Revolving Loans of a given Class ("**Replaced Revolving Loans**") with a replacement revolving credit loan facility (solely, with respect to the Replaced Term C loans, for the purpose of supporting the issuance of letters of credit), or a facility designed to provide the Borrower with access to letters of credit ("**Replacement Facility**") hereunder; provided that (a) except as otherwise permitted hereby, the aggregate amount of such Replacement Facility shall not exceed the aggregate principal amount of such Replaced Term C Loans plus (i) an amount equal to all accrued but unpaid interest, fees, premium, and expenses incurred in connection therewith (including original issue discount, upfront fees and similar items) and (ii) unused commitment amounts, (b) such Replacement Facility does not mature (or require any mandatory commitment reductions) prior to the maturity date of such Replaced Term C Loans or Replaced Revolving Loans, as applicable, and (d) the covenants, defaults, guaranties, security and mandatory repayment provisions applicable to such Replacement Facility shall be substantially identical to, or less (taken as a whole) favorable to the Lenders providing such Replacement Facility than those applicable to such Replaced Term C Loans or Replaced Revolving Loans, except to the extent necessary to provide for covenants and other provisions applicable only to periods after the Latest Maturity Date in effect immediately prior to such refinancing.

The Lenders hereby irrevocably agree that the Liens granted to the Collateral Representative by the Credit Parties on any Collateral shall be automatically released (and the Collateral Agent shall (at the direction of the Administrative Agent) instruct the Collateral Representative to release), subject to the Collateral Trust Agreement, (i) in full, upon the termination of this Agreement and the payment of all Obligations hereunder (except for Hedging Obligations in respect of any Secured CA Hedging Agreement, Cash Management Obligations in respect of Secured CA Cash Management Agreements and contingent obligations in respect of which a claim has not yet been made and Cash Collateralized Letters of Credit), (ii) upon the sale or other disposition of such Collateral (including as part of or in connection with any other sale or other disposition permitted hereunder) to any Person other than another Credit Party, to the extent such sale or other disposition is made in compliance with the terms of this Agreement (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Credit Party upon its reasonable request without further inquiry), (iii) to the extent such Collateral is comprised of property leased to a Credit Party, upon termination or expiration of such lease, (iv) if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with this Section 13.1), (v) to the extent the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the Guarantee (in accordance with the following sentence), (vi) as required to effect any sale or other disposition of Collateral in connection with any exercise of remedies of the Collateral Representative pursuant to the Security Documents and/or (vii) if such assets constitute Excluded Collateral. Any such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Credit Parties in respect of) all interests retained by the Credit Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Credit Documents. Additionally, the Lenders hereby irrevocably agree that the Subsidiary Guarantors shall be automatically released from the Guarantee upon consummation of any transaction resulting in such Subsidiary ceasing to constitute a Restricted Subsidiary or upon becoming an Excluded Subsidiary; provided that the release of any Guarantor from its obligations under this Agreement, if such Guarantor becomes an Excluded Subsidiary of the type described in clause (b) of the definition thereof, shall only be permitted if such Guarantor becomes an Excluded Subsidiary of such type solely as a result of a permitted transaction with a Person that is not an Affiliate of Borrower (other than to the extent such Person becomes a non-Affiliate of Borrower as a result of such transaction) that is not solely for the purpose of releasing such Guarantor from its Guarantee. The Lenders hereby authorize the Administrative Agent, the Collateral Agent and the Collateral Trustee, as applicable, and the Administrative Agent and the Collateral Agent agree to (and agree to instruct the Collateral Trustee to), execute and deliver any instruments, documents, and agreements necessary or desirable or reasonably requested by the Borrower to evidence and confirm the release of any Guarantor or Collateral pursuant to the foregoing provisions of this paragraph, all without the further consent or joinder of any Lender.

Notwithstanding anything herein to the contrary, the Credit Documents may be amended to (i) add syndication or documentation agents and make customary changes and references related thereto and (ii) if applicable, add or modify "parallel debt" language in any jurisdiction in favor of the Collateral Agent or Collateral Trustee or add Collateral Agents, in each case under clauses (i) and (ii), with the consent of only the Borrower and the Administrative Agent, and in the case of clause (ii), the Collateral Agent.

Notwithstanding anything in this Agreement (including, without limitation, this Section 13.1) or any other Credit Document to the contrary, (i) this Agreement and the other Credit Documents may be amended to effect an incremental facility, refinancing facility or extension facility pursuant to Section 2.14 (and the Administrative Agent and the Borrower may effect (and instruct the Collateral Representative to effect) such amendments to this Agreement and the other Credit Documents without the consent of any other party as may be necessary or appropriate, in the reasonable opinion of the

Administrative Agent and the Borrower, to effect the terms of any such incremental facility, refinancing facility or extension facility); (ii) no Lender consent is required to effect any amendment or supplement to the Collateral Trust Agreement (and the Administrative Agent shall instruct the Collateral Representative to effect such amendment or supplement) or other intercreditor agreement permitted under this Agreement that is for the purpose of adding the holders of any Indebtedness as expressly contemplated by the terms of the Collateral Trust Agreement or such other intercreditor agreement permitted under this Agreement, as applicable (it being understood that any such amendment or supplement may make such other changes to the Collateral Trust Agreement or applicable intercreditor agreement as, in the good faith determination of the Administrative Agent in consultation with the Borrower, are required to effectuate the foregoing; provided that such other changes are not adverse, in any material respect, to the interests of the Lenders taken as a whole); provided, further, that no such agreement shall amend, modify or otherwise directly and adversely affect the rights or duties of the Administrative Agent hereunder or under any other Credit Document without the prior written consent of the Administrative Agent; (iii) any provision of this Agreement or any other Credit Document (including, for the avoidance of doubt, any exhibit, schedule or other attachment to any Credit Document) may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent (or, if applicable, the Collateral Representative, at the direction of the Administrative Agent) to (x) cure any ambiguity, omission, mistake, defect or inconsistency (as reasonably determined by the Administrative Agent and the Borrower) and (y) effect administrative changes of a technical or immaterial nature (as reasonably determined by the Administrative Agent and the Borrower); (iv) guarantees, collateral documents and related documents executed by the Credit Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with any other Credit Document, entered into, amended, supplemented or waived, without the consent of any other Person, by the applicable Credit Party or Credit Parties and the Administrative Agent or the Collateral Agent (at the direction of the Administrative Agent) in its or their respective sole discretion if applicable (or the Collateral Representative, at the direction of the Administrative Agent), (A) to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Bank Parties, (B) as required by local law or advice of counsel to give effect to, or protect any security interest for the benefit of the Secured Bank Parties, in any property or so that the security interests therein comply with applicable requirements of law, (C) to cure ambiguities, omissions, mistakes or defects (as reasonably determined by the Administrative Agent and the Borrower) or to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Credit Documents or (D) to provide for the termination of the Collateral Trust Agreement and related arrangements (including the continuation of the Liens securing the Obligations); (v) the Credit Parties, the Collateral Agent and Collateral Representative, without the consent of any other Secured Bank Party, shall be permitted to enter into amendments and/or supplements to the Collateral Trust Agreement and any Security Documents in order to (i) include customary provisions permitting the Collateral Representative to appoint sub-collateral agents or representatives to act with respect to Collateral matters thereunder in its stead (including the Collateral Agent and sub-collateral agent with control over the Term C Collateral Accounts pursuant to the applicable account control agreements) and (ii) expand the indemnification provisions contained therein to provide that holders of Additional First Lien Debt (as defined in the Collateral Trust Agreement) indemnify the Collateral Agent, in its capacity as Controlling First Lien Representative (as defined in the Collateral Trust Agreement) and/or the Collateral Trustee, on a pro rata basis with the Lenders; and (vi) this Agreement and the other Credit Documents may be amended by the Administrative Agent as set forth in Section 2.10(f) (including to implement any Benchmark Replacement Conforming Changes) without the consent of any other Person.

Notwithstanding anything in this Agreement or any Security Document to the contrary, the Administrative Agent may, in its sole discretion, grant extensions of time (and direct the Collateral Representative to grant such extensions) for the satisfaction of any of the requirements under Sections 9.11, 9.12 and 9.14 or any

Security Documents in respect of any particular Collateral or any particular Subsidiary if it determines that the satisfaction thereof with respect to such Collateral or such Subsidiary cannot be accomplished without undue expense or unreasonable effort or due to factors beyond the control of the Borrower and the Restricted Subsidiaries by the time or times at which it would otherwise be required to be satisfied under this Agreement or any Security Document.

13.2. Notices. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Credit Document shall be in writing (including by facsimile or other electronic transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(a) if to the Borrower, the Administrative Agent, the Collateral Agent, a Revolving L/C Issuer or a Term L/C Issuer, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 13.2 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(b) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the Borrower, the Administrative Agent, the Collateral Agent, the Revolving L/C Issuer and any Term L/C Issuer.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, three Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail, when delivered; provided that notices and other communications to the Administrative Agent or the Lenders pursuant to Sections 2.3, 2.6, 2.9, 4.2 and 5.1 shall not be effective until received.

13.3. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent, the Collateral Agent, the Collateral Trustee or any Lender, any right, remedy, power or privilege hereunder or under the other Credit Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

13.4. Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Credit Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

13.5. Payment of Expenses; Indemnification. The Borrower agrees, within thirty (30) days after written demand therefor (including documentation reasonably supporting such request), or, in the case of expenses of the type described in clause (a) below incurred prior to the Closing Date, on the Closing Date, (a) to pay or reimburse the Agents and the Joint Lead Arrangers and their permitted successors and assigns for all their reasonable documented and invoiced out-of-pocket costs and expenses incurred (i) in connection with the syndication, preparation, execution, delivery, negotiation and

administration of this Agreement and the other Credit Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable and documented fees, disbursements and other charges of Cahill Gordon & Reindel LLP, and (ii) upon the occurrence and during the continuation of an Event of Default, in connection with the enforcement or preservation of any rights under this Agreement, the other Credit Documents and any such other documents, including the reasonable documented and invoiced out-of-pocket fees, disbursements and other charges of Advisors (limited, in the case of Advisors, as set forth in the definition thereof), (b) to pay, indemnify, and hold harmless each Lender, the L/C Issuers and each Agent from, any and all recording and filing fees and (c) to pay, indemnify, and hold harmless each Lender, the L/C Issuers and each Agent and their respective Affiliates, directors, officers, partners, employees and agents (other than, in each case, Excluded Affiliates) from and against any and all other liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including reasonable and documented out-of-pocket fees, disbursements and other charges of Advisors related to the Transactions or, with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Credit Documents and any such other documents, including, any of the foregoing relating to the violation of, noncompliance with or liability under, any Environmental Law (other than by such indemnified person or any of its Related Parties (other than trustees and advisors)) or to any actual or alleged presence, release or threatened release into the environment of Hazardous Materials attributable to the operations of the Borrower, any of the Borrower's Subsidiaries or any of the Real Estate (all the foregoing in this clause (c), collectively, the "**indemnified liabilities**") **(SUBJECT TO THE PROVISO BELOW, WHETHER OR NOT CAUSED BY OR ARISING IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE ORDINARY NEGLIGENCE OF THE INDEMNIFIED PERSON)** ; provided that neither the Borrower nor any other Credit Party shall have any obligation hereunder to any Agent, any L/C Issuer or any Lender or any of their respective Related Parties with respect to indemnified liabilities to the extent they result from (A) the gross negligence, bad faith or willful misconduct of such indemnified Person or any of its Related Parties as determined by a final non-appealable judgment of a court of competent jurisdiction, (B) a material breach of the obligations of such indemnified Person or any of its Related Parties under the Credit Documents as determined by a final non-appealable judgment of a court of competent jurisdiction, (C) disputes not involving an act or omission of the Borrower or any other Credit Party and that is brought by an indemnified Person against any other indemnified Person, other than any claims against any indemnified Person in its capacity or in fulfilling its role as an Agent or any similar role under the Credit Facilities, (D) such indemnified Person's capacity as a financial advisor of the Borrower or its Subsidiaries in connection with the Transactions, (E) such indemnified Person's capacity as a co-investor in any potential acquisition of the Borrower or its Subsidiaries or (F) any settlement effected without the Borrower's prior written consent, but if settled with the Borrower's prior written consent (not to be unreasonably withheld, delayed, conditioned or denied) or if there is a final non-appealable judgment against an indemnified Person in any such proceeding, the Borrower will indemnify and hold harmless such indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with this Section 13.5. All amounts payable under this Section 13.5 shall be paid within 30 days of receipt by the Borrower of an invoice relating thereto setting forth such expense in reasonable detail. The agreements in this Section 13.5 shall survive repayment of the Loans and all other amounts payable hereunder.

No Credit Party nor any indemnified Person or their respective Affiliates or the respective directors, officers, employees, advisors and agents of the foregoing shall have any liability for any special, punitive, indirect or consequential damages resulting from this Agreement or any other Credit Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date) (except, in the case of the Borrower's obligation hereunder to indemnify and hold harmless the indemnified Person, to the extent any indemnified Person is found liable for special, punitive, indirect or consequential

damages to a third party). No Credit Party nor any indemnified Person or their respective Affiliates or the respective directors, officers, employees, advisors and agents of the foregoing shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby, except to the extent that such damages have resulted from the willful misconduct, bad faith or gross negligence of any indemnified Person or any of its Related Parties (as determined by a final non-appealable judgment of a court of competent jurisdiction). This Section 13.5 shall not apply to Taxes.

Each indemnified Person, by its acceptance of the benefits of this Section 13.5, agrees to refund and return any and all amounts paid by the Borrower (or on its behalf) to it if, pursuant to limitations on indemnification set forth in this Section 13.5, such indemnified Person was not entitled to receipt of such amounts.

13.6. Successors and Assigns; Participations and Assignments.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of a L/C Issuer that issues any Letter of Credit), except that (i) except as expressly permitted by Section 10.3, the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 13.6. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of a L/C Issuer that issues any Letter of Credit), Participants (to the extent provided in clause (c) of this Section 13.6), to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Collateral Agent, the L/C Issuers and the Lenders and each other Person entitled to indemnification under Section 12.7) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in clause (b)(ii) and (h) below, any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments (including any Existing Revolving Commitments or Extended Revolving Commitments) and the Loans (including participations in Revolving L/C Obligations) at the time owing to it) with the prior written consent (such consent not be unreasonably withheld or delayed, provided, that, if the Borrower shall have received a request for such consent and has not responded for a period of 15 Business Days, such consent shall be deemed to have been provided; it being understood that, without limitation, the Borrower shall have the right to withhold or delay its consent to any assignment if in order for such assignment to comply with Applicable Law, the Borrower would be required to obtain the consent of, or make any filing or registration with, any Governmental Authority) of:

(A) the Borrower; provided that no consent of the Borrower shall be required for an assignment (1) to a Lender (limited in the case of any assignment of Revolving Commitments and Revolving Loans, to a Revolving Lender) or an Affiliate of a Lender (limited in the case of any assignment of Revolving Commitments and Revolving Loans, to an affiliate of a Revolving Lender) or an Approved Fund (other than in respect of an assignment of a Revolving Commitment and Revolving Loans), (2) if a Specified Default

has occurred and is continuing with respect to the Borrower, to any other assignee or (3) such assignment is between Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC; and

(B) the Administrative Agent, and in the case of Revolving Commitments or Revolving Loans, each Revolving L/C Issuer; provided that no consent of the Administrative Agent shall be required for any assignment of (a) any Term B Loan or Term C Loan to a Lender, an Affiliate of a Lender, an Approved Fund, the Borrower, a Restricted Subsidiary of the Borrower or an Affiliated Parent Company otherwise in accordance with clause (h) below or (b) a Revolving Commitment and Revolving Loans to a Revolving Lender or an Affiliate of a Revolving Lender.

Notwithstanding the foregoing, no such assignment shall be made to (x) a natural person or (y) a Disqualified Institution, and any attempted assignment to a Disqualified Institution after the applicable Person became a Disqualified Institution shall be null and void. For the avoidance of doubt, (i) the Administrative Agent shall have no obligation with respect to, and shall bear no responsibility or liability for, the monitoring or enforcing of the list of Persons who are Disqualified Institutions (or any provisions relating thereto) at any time and (ii) the Administrative Agent may share a list of Persons who are Disqualified Institutions with any Lender upon request.

(ii) Assignments shall be subject to the following additional conditions:

(A) except (i) in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, (ii) an assignment to a Federal Reserve Bank or (iii) in connection with the initial syndication of the Commitments or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent), shall not be less than, (x) in the case of Revolving Loans and Revolving Commitments, $5,000,000 and (y) in the case of Term B Loans and Term C Loans, $1,000,000, unless each of the Borrower and the Administrative Agent otherwise consents (which consents shall not be unreasonably withheld or delayed); provided that no such consent of the Borrower shall be required if a Specified Default has occurred and is continuing with respect to the Borrower; provided, further, that contemporaneous assignments to a single assignee made by Affiliates of Lenders and related Approved Funds shall be aggregated for purposes of meeting the minimum assignment amount requirements stated above;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee in the amount of $3,500; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in a form approved by the Administrative Agent (the "**Administrative Questionnaire**").

(iii) Subject to acceptance and recording thereof pursuant to clause (b)(iv) of this Section 13.6, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.10, 2.11, 3.5, 5.4 and 13.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 13.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (c) of this Section 13.6 (other than attempted assignments or transfers to Disqualified Institutions, which shall be null and void as provided above).

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount (and stated interest) of the Loans and any payment made by any L/C Issuer under any Letter of Credit owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). Further, each Register shall contain the name and address of the Administrative Agent and the lending office through which each such Person acts under this Agreement. The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Collateral Agent, the L/C Issuers and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Collateral Agent, the L/C Issuers and any Lender, at any reasonable time and from time to time upon reasonable prior notice; provided, that no Lender shall, in such capacity, have access to, or be otherwise permitted to review any information in the Register other than information with respect to such Lender.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in clause (b) of this Section 13.6 (unless waived) and any written consent to such assignment required by clause (b) of this Section 13.6, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register.

(c) (i) Any Lender may, without the consent of the Borrower, the Administrative Agent or any L/C Issuer, sell participations to one or more banks or other entities that are not Disqualified Institutions (each, a "**Participant**") (and any such attempted sales to Disqualified Institutions after such Person became a Disqualified Institution shall be null and void) in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments (including any Existing Revolving Commitments or Extended Revolving Commitments) and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other

parties hereto for the performance of such obligations, and (C) the Borrower, the Administrative Agent, the L/C Issuers 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. For the avoidance of doubt, the Administrative Agent shall have no obligation with respect to, and shall bear no responsibility or liability for, the monitoring or enforcing of the list of Disqualified Institutions Lenders with respect to the sales of participations at any time. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Credit Document; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any consent, amendment, modification, supplement or waiver described in clauses (i) or (vii) of the second proviso of the first paragraph of Section 13.1 that directly and adversely affects such Participant. Subject to clause (c)(ii) of this Section 13.6, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.10, 2.11 and 5.4 (it being understood that the documentation required under Section 5.4 shall be delivered to the participating Lender) to the same extent as if it were a Lender, and provided that such Participant agrees to be subject to the requirements of those Sections as though it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section 13.6. To the extent permitted by Applicable Law, each Participant also shall be entitled to the benefits of Section 13.8(b) as though it were a Lender; provided such Participant shall be subject to Section 13.8(a) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.10, 2.11, or 5.4 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent (which consent shall not be unreasonably withheld or delayed).

(iii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans (or other rights or obligations) held by it (the "**Participant Register**"). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. No Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or Section 1.163-5(b) of the United States Proposed Treasury Regulations (or any amended or successor version). This Section is intended such that the Loans are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code.

(d) Any Lender may, without the consent of the Borrower or the Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 13.6 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or

assignee for such Lender as a party hereto. In order to facilitate such pledge or assignment or for any other reason, the Borrower hereby agrees that, promptly following the reasonable request of any Lender at any time and from time to time after the Borrower has made its initial borrowing hereunder, the Borrower shall provide to such Lender, at the Borrower's own expense, a promissory note, substantially in the form of Exhibit K-1, K-2, or K-3, evidencing the Revolving Loans, Term B Loans and Term C Loans, respectively, owing to such Lender.

(e) Subject to Section 13.16, the Borrower authorizes each Lender to disclose (other than to any Disqualified Institutions) to any Participant, secured creditor of such Lender or assignee (each, a "**Transferee**"), any prospective Transferee and any prospective direct or indirect contractual counterparties to any swap or derivative transactions to be entered into in connection with or relating to Loans made hereunder any and all financial information in such Lender's possession concerning the Borrower and its Affiliates that has been delivered to such Lender by or on behalf of the Borrower and its Affiliates pursuant to this Agreement or that has been delivered to such Lender by or on behalf of the Borrower and its Affiliates in connection with such Lender's credit evaluation of the Borrower and its Affiliates prior to becoming a party to this Agreement.

(f) The words "execution," "signed," "signature," and words of like import in any Assignment and Acceptance shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(g) SPV Lender. Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (a "**SPV**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make the Borrower pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPV to make any Loan and (ii) if an SPV elects not to exercise such option or otherwise fails to provide 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 SPV 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 no SPV shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). 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 indebtedness of any SPV, it shall not institute against, or join any other person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 13.6, any SPV may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the Borrower and Administrative Agent) providing liquidity and/or credit support to or for the account of such SPV to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPV. This

Section 13.6(g) may not be amended without the written consent of the SPV. Notwithstanding anything to the contrary in this Agreement, (x) no SPV shall be entitled to any greater rights under Sections 2.10, 2.11, and 5.4 than its Granting Lender would have been entitled to absent the use of such SPV and (y) each SPV agrees to be subject to the requirements of Sections 2.10, 2.11, and 5.4 (it being understood that the documentation required under Section 5.4 shall be delivered to the Granting Lender) as though it were a Lender and has acquired its interest by assignment pursuant to clause (b) of this Section 13.6.

(h) (x) Any Lender may, at any time, assign all or a portion of its rights and obligations under this Agreement in respect of its Term B Loans and Term C Loans to any Affiliated Parent Company, the Borrower or any Subsidiary thereof and (y) any Affiliated Parent Company, the Borrower and any Subsidiary may, from time to time, purchase or prepay Term B Loans and Term C Loans, in each case, on a non *pro rata* basis through (1) Dutch auction procedures open to all applicable Lenders on a *pro rata* basis in accordance with customary procedures to be mutually agreed between the Borrower and the Auction Agent or (2) open market purchases; provided that:

(i) any Loans or Commitments acquired by the Borrower or any Restricted Subsidiary shall be retired and cancelled promptly upon acquisition thereof;

(ii) no assignment of Term B Loans or Term C Loans to the Borrower or any Restricted Subsidiary (x) may be purchased with the proceeds of any Revolving Loans or (y) may occur while an Event of Default has occurred and is continuing hereunder;

(iii) in connection with each assignment pursuant to this Section 13.6(h), none of any Affiliated Parent Company, the Borrower or any Subsidiary purchasing any Lender's Term B Loans or Term C Loans shall be required to make a representation that it is not in possession of MNPI with respect to the Borrower and its Subsidiaries or their respective securities, and all parties to such transaction may render customary "big boy" letters to each other (or to the Auction Agent, if applicable);

(iv) (A) the aggregate outstanding principal amount of the Term B Loans or Term C Loans of the applicable Class shall be deemed reduced by the full par value of the aggregate principal amount of such Term B Loans or Term C Loans acquired by, or contributed to, any Affiliated Parent Company, the Borrower or such Subsidiary and (B) any scheduled principal repayment installments with respect to the Term B Loans or Term C Loans of such Class occurring pursuant to Sections 2.5(b) and (c), as applicable, prior to the final maturity date for Term B Loans or Term C Loans of such Class, shall be reduced *pro rata* by the par value of the aggregate principal amount of Term B Loans so purchased or contributed (and subsequently cancelled and retired), with such reduction being applied solely to the remaining Term B Loans or Term C Loans of the Lenders which sold or contributed such Term B Loans or Term C Loans;

(v) no Affiliated Lender shall have any right to (x) attend or participate in (including, in each case, by telephone) any meeting (including "Lender only" meetings) or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of the Borrower are not then present or invited thereto, (y) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and one or more Lenders or any other material which is "Lender only", except to the extent such information or materials have been made available to the Borrower or its representatives (and in any case, other than the right to receive notices of prepayments and other

administrative notices in respect of its Loans required to be delivered to Lenders pursuant to Section 2) or receive any advice of counsel to the Administrative Agent or (z) make any challenge to the Administrative Agent's or any other Lender's attorney-client privilege on the basis of its status as a Lender;

(vi) except with respect to any amendment, modification, waiver, consent or other action (a) that pursuant to Section 13.1 requires the consent of all Lenders, all Lenders directly and adversely affected or specifically such Lender, (b) that alters the applicable Affiliated Lender's *pro rata* share of any payments given to all Lenders, or (c) affects the applicable Affiliated Lender (in its capacity as a Lender) in a manner that is disproportionate to the effect on any Lender in the same Class, the Loans held by the applicable Affiliated Lender shall be disregarded in both the numerator and denominator in the calculation of any Lender vote (and, in the case of a plan of reorganization that does not affect the applicable Affiliated Lender in a manner that is adverse to such Affiliated Lender relative to other Lenders, such Affiliated Lender shall be deemed to have voted its interest in the Term B Loans and Term C Loans in the same proportion as the other Lenders in the same Class) (and shall be deemed to have been voted in the same percentage as all other applicable Lenders voted if necessary to give legal effect to this paragraph) (but, in any event, in connection with any amendment, modification, waiver, consent or other action, shall be entitled to any consent fee, calculated as if all of the applicable Affiliated Lender's Term B Loans and Term C Loans had voted in favor of any matter for which a consent fee or similar payment is offered); and

(vii) no such acquisition by an Affiliated Lender shall be permitted if, after giving effect to such acquisition, the aggregate principal amount of Term B Loans or Term C Loans of any Class held by Affiliated Lenders would exceed 25% of the aggregate principal amount of all Term B Loans or Term C Loans, as applicable, of such Class outstanding at the time of such purchase; provided that to the extent any assignment to an Affiliated Lender would result in the aggregate principal amount of the applicable Loans held by Affiliated Lenders exceeding such 25% threshold at the time of such purchase, the purchase of such excess amount will be void *ab* initio.

Each Lender that sells its Term B Loans or Term C Loans pursuant to this Section 13.6 acknowledges and agrees that (i) the Borrower and its Subsidiaries may come into possession of additional information regarding the Loans or the Credit Parties at any time after a repurchase has been consummated pursuant to an auction or open market purchase hereunder that was not known to such Lender at the time such repurchase was consummated and may be information that would have been material to such Lender's decision to enter into an assignment of such Term B Loans or Term C Loans hereunder ("**Excluded Information**"), (ii) such Lender will independently make its own analysis and determination to enter into an assignment of its Loans and to consummate the transactions contemplated by an auction notwithstanding such Lender's lack of knowledge of Excluded Information and (iii) none of the direct or indirect equityholders of the Borrower or any of its respective Affiliates, or any other Person, shall have any liability to such Lender with respect to the nondisclosure of the Excluded Information.

13.7. Replacements of Lenders under Certain Circumstances.

(a) The Borrower shall be permitted to (x) to replace any Lender with a replacement bank or other financial institution or (y) terminate the Commitment of such Lender or L/C Issuer, as the case may be, and (1) in the case of a Lender (other than a L/C Issuer), repay all Obligations of the Borrower due and owing to such Lender relating to the Loans and participations held by such Lender as of such termination date and (2) in the case of a L/C Issuer only, repay all Obligations of the Borrower owing to such L/C Issuer relating to the Loans and participations held by the L/C

Issuer as of such termination date and cancel or Cash Collateralize any Letters of Credit issued by it, in each case, that (a) requests reimbursement for amounts owing pursuant to Section 2.10, 3.5 or 5.4, (b) is affected in the manner described in Section 2.10(a)(iii) and as a result thereof any of the actions described in such Section is required to be taken, (c) becomes a Defaulting Lender or (d) refuses to make an Extension Election pursuant to Section 2.15; provided that, solely in the case of the foregoing clause (x), (i) no Specified Default shall have occurred and be continuing at the time of such replacement, (ii) the Borrower shall repay (or the replacement bank or institution shall purchase, at par) all Loans and other amounts (other than any disputed amounts), pursuant to Section 2.10, 2.11, 3.5 or 5.4, as the case may be) owing to such replaced Lender prior to the date of replacement, (iii) the replacement bank or institution, if not already a Lender, and the terms and conditions of such replacement, shall be reasonably satisfactory to the Administrative Agent (solely to the extent such consent would be required under Section 13.6), (iv) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 13.6 (provided that the Borrower shall be obligated to pay the registration and processing fee referred to therein unless otherwise agreed) and (v) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

(b) If any Lender (such Lender, a "**Non-Consenting Lender**") has failed to consent to a proposed amendment, modification, supplement, waiver, discharge or termination that pursuant to the terms of Section 13.1 requires the consent of either (i) all of the Lenders of the applicable Class or Classes directly and adversely affected or (ii) all of the Lenders of the applicable Class or Classes, and, in each case, with respect to which the Required Lenders (or Required Revolving Lenders, Required Term B Lenders or Lenders holding the majority of outstanding loans or commitments in respect of the applicable Class or Classes, as applicable) or a majority (in principal amount) of the directly and adversely affected Lenders shall, in each such case, have granted their consent, then provided no Event of Default then exists, the Borrower shall have the right (unless such Non-Consenting Lender grants such consent) to (x) replace such Non-Consenting Lender by requiring such Non-Consenting Lender to assign its Loans and its Commitments hereunder (in respect of any applicable Class only, at the election of the Borrower) to one or more assignees reasonably acceptable to the Administrative Agent (to the extent such consent would be required under Section 13.6) or (y) terminate the Commitment of such Lender or L/C Issuer, as the case may be, and (1) in the case of a Lender (other than the L/C Issuer), repay all Obligations of the Borrower due and owing to such Lender relating to the Loans and participations held by such Lender as of such termination date and (2) in the case of the L/C Issuer only, repay all Obligations of the Borrower owing to such L/C Issuer relating to the Loans and participations held by the L/C Issuer as of such termination date and cancel or Cash Collateralize any Letters of Credit issued by it; provided that: (a) all Obligations of the Borrower owing to such Non-Consenting Lender being replaced shall be paid in full to such Non-Consenting Lender concurrently with such assignment, and (b) the replacement Lender shall purchase the foregoing by paying to such Non-Consenting Lender a price equal to the principal amount thereof plus accrued and unpaid interest thereon. In connection with any such assignment, the Borrower, Administrative Agent, such Non-Consenting Lender and the replacement Lender shall otherwise comply with Section 13.6; provided, however, that if such Non-Consenting Lender does not execute and deliver to the Administrative Agent a duly completed Assignment and Acceptance reflecting such assignment, then (i) the failure of such Non-Consenting Lender to execute an Assignment and Acceptance shall not render such assignment invalid and such assignment shall be deemed effective upon satisfaction of the other applicable conditions of Section 13.6 and this Section 13.7(b) and (ii) the Administrative Agent shall be entitled (but not obligated) to execute and deliver such Assignment and Acceptance on behalf of such Non-Consenting Lender and may record such assignment in the Register. Each

Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Lender's attorney-in-fact, with full authority in the place and stead of such Lender and in the name of such Lender, to take any action and to execute any Assignment and Acceptance or other instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this Section 13.7(b).

(c) If any assignment or participation under Section 13.6 is made to any Disqualified Institution without the Borrower's prior written consent, such assignment or participation shall be void. Nothing in this Section 13.7(c) shall be deemed to prejudice any right or remedy that the Borrower may otherwise have at law or at equity.

13.8. Adjustments; Set-off.

(a) Except as contemplated in Section 13.6 or elsewhere herein or in any other Credit Document, if any Lender (a "**Benefited Lender**") shall at any time receive any payment of all or part of its Loans, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 11.5, or otherwise), in a greater proportion than any such payment to or Collateral received by any other Lender, if any, in respect of such other Lender's Loans, or interest thereon, such Benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Loan, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) After the occurrence and during the continuance of an Event of Default, in addition to any rights and remedies of the Lenders provided by Applicable Law, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by Applicable Law but with the prior written consent of the Administrative Agent, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final) (other than payroll, trust, tax, fiduciary, employee health and benefits, pension, 401(k) and petty cash accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set-off and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such set-off and application.

13.9. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent. This Agreement, any Credit Document and each Communication, including Communications required to be in writing, may be in the form of an Electronic Record (as defined below) and may be executed using Electronic Signatures (as defined below). Each of the Credit Parties and each of the Secured Parties agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on such Person to the same extent as a manual, original

signature, and that any Communication entered into by Electronic Signature will constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Secured Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is not under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Credit Party and/or any Secured Party without further verification and (ii) upon the request of the Administrative Agent or any Secured Party, any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

13.10. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating 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.

13.11. INTEGRATION. THIS WRITTEN AGREEMENT AND THE OTHER CREDIT DOCUMENTS REPRESENT THE FINAL AGREEMENT OF PARENT, THE BORROWER, THE COLLATERAL AGENT, THE ADMINISTRATIVE AGENT, THE L/C ISSUERS AND THE LENDERS WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND (1) THERE ARE NO PROMISES, UNDERTAKINGS, REPRESENTATIONS OR WARRANTIES BY THE BORROWER, THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, THE L/C ISSUERS OR ANY LENDER RELATIVE TO SUBJECT MATTER HEREOF NOT EXPRESSLY SET FORTH OR REFERRED TO HEREIN OR IN THE OTHER CREDIT DOCUMENTS, (2) THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES AND (3) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES; PROVIDED THAT THE SYNDICATION PROVISIONS AND THE BORROWER'S CONFIDENTIALITY OBLIGATIONS IN THE ENGAGEMENT AND COMMITMENT LETTER SHALL REMAIN IN FULL FORCE AND EFFECT. IT IS SPECIFICALLY AGREED THAT THE PROVISION OF THE CREDIT FACILITIES HEREUNDER BY THE LENDERS SUPERSEDES AND IS IN SATISFACTION OF THE OBLIGATIONS OF THE AGENTS (AS DEFINED IN THE ENGAGEMENT AND COMMITMENT LETTER) TO PROVIDE THE COMMITMENTS SET FORTH IN THE ENGAGEMENT AND COMMITMENT LETTER.

13.12. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WHETHER IN TORT, CONTRACT OR OTHERWISE AND WHETHER AT LAW OR IN EQUITY).

13.13. Submission to Jurisdiction; Waivers. Each party hereto irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Credit Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, in each case, in the City of New York, Borough of Manhattan and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address set forth on Schedule 13.2 at such other address of which the Administrative Agent shall have been notified pursuant to Section 13.2;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction;

(e) subject to the last paragraph of Section 13.5, waives, to the maximum extent not prohibited by Applicable Law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 13.13 any special, exemplary, punitive or consequential damages; and

(f) agrees that a final judgment in any 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 Applicable Law.

13.14. Acknowledgments. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Credit Documents;

(b) (i) the credit facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Credit Document) are an arm's-length commercial transaction between the Borrower, on the one hand, and the Administrative Agent, the L/C Issuer, the Lenders, the Joint Lead Arrangers and the other Agents on the other hand, and the Borrower and the other Credit Parties are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated hereby and by the other Credit Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each of the Administrative Agent, the Joint Lead Arrangers and the other Agents, is and has been acting solely as a principal and is not the financial advisor,

agent or fiduciary for any of the Borrower, any other Credit Parties or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) neither the Administrative Agent nor any other Agent has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrower or any other Credit Party with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Credit Document (irrespective of whether the Administrative Agent or any other Agent has advised or is currently advising the Borrower, the other Credit Parties or their respective Affiliates on other matters) and neither the Administrative Agent or other Agent has any obligation to the Borrower, the other Credit Parties or their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Credit Documents; (iv) the Administrative Agent, each other Agent and each Affiliate of the foregoing may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent nor any other Agent has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) neither the Administrative Agent nor any other Agent has provided and none will provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Credit Document) and the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. The Borrower agrees not to claim that the Administrative Agent or any other Agent has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower or any other Affiliates, in connection with the transactions contemplated hereby or the process leading hereto.

(c) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or the Borrower, on the one hand, and any Lender, on the other hand.

13.15. WAIVERS OF JURY TRIAL . THE BORROWER, EACH AGENT AND EACH LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

13.16. Confidentiality. The Administrative Agent, each L/C Issuer, each other Agent and each Lender shall hold all non-public information furnished by or on behalf of the Borrower or any Subsidiary of the Borrower in connection with such Lender's evaluation of whether to become a Lender hereunder or obtained by such Lender, the Administrative Agent, L/C Issuer or such other Agent pursuant to the requirements of this Agreement or in connection with any amendment, supplement, modification or waiver or proposed amendment, supplement, modification or waiver hereto (including any Extension Amendment) or the other Credit Documents ("**Confidential Information**"), confidential; provided that the Administrative Agent, each L/C Issuer, each other Agent and each Lender may make disclosure (a) as required by the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by Applicable Law, regulation or compulsory legal process (in which case such Lender, the Administrative Agent, L/C Issuer or such other Agent shall use commercially reasonable efforts to inform the Borrower promptly thereof to the extent lawfully permitted to do so (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority)), (b) to such Lender's or the Administrative Agent's or such L/C Issuer's or such other Agent's attorneys, professional advisors, independent auditors, trustees or Affiliates involved in the Transactions

(other than Excluded Affiliates) on a "need to know" basis and who are made aware of and agree to comply with the provisions of this Section 13.16, in each case on a confidential basis (with such Lender, the Administrative Agent, L/C Issuer or such other Agent responsible for such persons' compliance with this Section 13.16), (c) to any bona fide investor or prospective bona investor in a Securitization that agrees its access to information regarding the Credit Parties, the Loans and the Credit Documents is solely for purposes of evaluating an investment in a Securitization and who agrees to treat such information as confidential in accordance with this Section 13.16, (d) on a confidential basis to any bona fide prospective Lender, prospective participant, swap counterparty or other counterparty party to another transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder (in each case, other than a Disqualified Institution or a Person who the Borrower has affirmatively denied assignment thereto in accordance with Section 13.6), (e) to the extent requested by any bank regulatory authority having jurisdiction over a Lender or its Affiliates (including in any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), (f) to a trustee, collateral manager, servicer, backup servicer, noteholder or secured party in connection with the administration, servicing and reporting on the assets serving as collateral for a Securitization and who agrees to treat such information as confidential, (g) to a nationally recognized ratings agency that requires access to information regarding the Credit Parties, the Loans and Credit Documents in connection with ratings issued with respect to a Securitization, (h) to any other party hereto, (i) in connection with the exercise of any remedies hereunder or under any other Credit Document or any action or proceeding relating to this Agreement or any other Credit Document or the enforcement of rights hereunder or thereunder, (j) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Revolving Credit Facility, (k) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 13.16, or (y) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective branches or Affiliates on a nonconfidential basis from a source other than the Borrower who did not acquire such information as a result of a breach of this Section 13.16, (l) to the extent required by a potential or actual insurer or reinsurer in connection with providing insurance, reinsurance or credit risk mitigation coverage under which payments are to be made or may be made by reference to this Agreement or (m) as consented by the Borrower in writing. In addition, the Administrative Agent, the L/C Issuers and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent or any L/C Issuer or Lender in connection with the administration of this Agreement, the other Credit Documents and the Commitments. In addition, the Administrative Agent, each L/C Issuer, each other Agent and each Lender may disclose the existence of and information about this Agreement as part of a "case study" incorporated into promotional materials. Each Lender, the Administrative Agent, each other L/C Issuer and each other Agent agrees that it will not provide to prospective Transferees or to any pledgee referred to in Section 13.6 or to prospective direct, indirect contractual counterparties or other counterparty to any swap, derivative transactions or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder any of the Confidential Information unless such Person is advised of and agrees to be bound by the provisions of this Section 13.16 or confidentiality provisions at least as restrictive as those set forth in this Section 13.16.

13.17. Direct Website Communications.

(a) The Borrower may, at its option, provide to the Administrative Agent any information, documents and other materials that they are obligated to furnish to the Administrative Agent pursuant to the Credit Documents, including, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (A) relates to a request for a new, or a conversion of an existing, Borrowing or

other extension of credit (including any election of an interest rate or Interest Period relating thereto), (B) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (C) provides notice of any Default or Event of Default under this Agreement, or (D) 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 reasonably acceptable to the Administrative Agent at the electronic mail address specified for the Administrative Agent in Schedule 13.2 (or such other electronic mail address provided by the Administrative Agent); provided that: (i) upon written request by the Administrative Agent or the Borrower shall deliver paper copies of such documents to the Administrative Agent for further distribution to each Lender until a written request to cease delivering paper copies is given by the Administrative Agent and (ii) the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents. Nothing in this Section 13.17 shall prejudice the right of the Borrower, the Administrative Agent, any other Agent or any Lender to give any notice or other communication pursuant to any Credit Document in any other manner specified in such Credit Document.

(b) 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 Credit Documents. Each Lender agrees 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 Credit Documents. Each Lender agrees (A) 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 (B) that the foregoing notice may be sent to such e-mail address.

(c) The Borrower further agrees that the Agents and the Joint Lead Arrangers may make the Communications available to the Lenders by posting the Communications on Intralinks or a substantially similar electronic transmission system (the "**Platform**"), so long as the access to such Platform is limited (i) to the Agents, the Joint Lead Arrangers, the L/C Issuers, the Lenders or any bona fide potential Transferee and (ii) remains subject the confidentiality requirements set forth in Section 13.16.

(d) 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 IN OR OMISSIONS FROM THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING 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 ANY AGENT PARTY IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. In no event shall any Agent or their Related Parties (collectively, the "**Agent Parties**" and each an "**Agent Party**") have any liability to the Borrower, any Lender, any L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or

otherwise) arising out of the Borrower's or any Agent's transmission of Communications through the internet, except to the extent the liability of any Agent Party resulted from such Agent Party's (or any of its Related Parties' (other than trustees or advisors)) gross negligence, bad faith or willful misconduct or material breach of the Credit Documents (as determined in a final non-appealable judgment of a court of competent jurisdiction).

(e) The Borrower and each Lender acknowledge that certain of the Lenders may be "public-side" Lenders (Lenders that do not wish to receive material non-public information with respect to the Borrower, the Subsidiaries of the Borrower or their securities) and, if documents or notices required to be delivered pursuant to the Credit Documents or otherwise are being distributed through the Platform, any document or notice that the Borrower has indicated contains only publicly available information with respect to the Borrower and the Subsidiaries of the Borrower and their securities may be posted on that portion of the Platform designated for such public-side Lenders. If the Borrower has not indicated whether a document or notice delivered contains only publicly available information, the Administrative Agent shall post such document or notice solely on that portion of the Platform designated for Lenders who wish to receive material nonpublic information with respect to the Borrower, the Subsidiaries of the Borrower and their securities. Notwithstanding the foregoing, the Borrower shall use commercially reasonable efforts to indicate whether any document or notice contains only publicly available information.

13.18. USA PATRIOT Act . Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the " **Patriot Act**") and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies each Credit Party, which information includes the name and address of each Credit Party and other information that will allow such Lender to identify each Credit Party in accordance with the Patriot Act and the Beneficial Ownership Regulation.

13.19. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to any Agent or any Lender, or any Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by any Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect.

13.20. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan or other Obligation owing under this Agreement, together with all fees, charges and other amounts that are treated as interest on such Loan or other Obligation under Applicable Law (collectively, "charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender or other Person holding such Loan or other Obligation in accordance with Applicable Law, the rate of interest payable in respect of such Loan or other Obligation hereunder, together with all charges payable in respect thereof, shall be limited to the Maximum Rate. To the extent lawful, the interest and charges that would have been paid in respect of such Loan or other Obligation but were not paid as a result of the operation of this Section 13.20 shall be cumulated and the interest

and charges payable to such Lender or other Person in respect of other Loans or Obligations or periods shall be increased (but not above the amount collectible at the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate for each day to the date of repayment, shall have been received by such Lender or other Person. Any amount collected by such Lender or other Person that exceeds the maximum amount collectible at the Maximum Rate shall be applied to the reduction of the principal balance of such Loan or other Obligation or refunded to the Borrower so that at no time shall the interest and charges paid or payable in respect of such Loan or other Obligation exceed the maximum amount collectible at the Maximum Rate.

13.21. 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 each other Guarantor to honor all of its obligations under this Guarantee in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 13.21, or otherwise under this Agreement, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). Each Qualified ECP Guarantor intends that this Section 13.21 constitute, and this Section 13.21 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

13.22. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable 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 the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected 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 Affected 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 Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

13.23. Acknowledgement Regarding Any Supported QFCs. To the extent that the Credit Documents provide support, through a guarantee or otherwise, for any Secured CA Hedging Agreement or any other agreement or instrument that is a QFC (as defined below) (such support, "***QFC Credit Support***", and each such QFC, a "***Supported QFC***"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act

(together with the regulations promulgated thereunder, the "***U.S. Special Resolution Regimes***") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity (as defined below) that is party to a Supported QFC (each, a "***Covered Party***") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate (as defined below) of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights (as defined below) under the Credit Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Credit Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 13.23, the following terms have the following meanings:

"***BHC Act Affiliate***" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"***Covered Entity***" shall mean any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"***Default Right***" shall have the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"*QFC*" shall have the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

TALEN ENERGY SUPPLY, LLC, as the Borrower

By: /s/ Rajat Prakash
Name: Rajat Prakash
Title: Vice President and Treasurer

CITIBANK, N.A., as Administrative Agent, Revolving Lender, Revolving L/C Issuer, Term B Lender and Term C Lender

By: /s/ Ashwani Khubani
Name: Ashwani Khubani
Title: Managing Director / Authorized Signatory

CITIBANK, N.A., as Collateral Agent

By: /s/ Edwin De La Cruz
Name: Edwin De La Cruz
Title: Senior Trust Officer

BANK OF MONTREAL, as a Revolving Lender and Term L/C Issuer

By: /s/ Darren Thomas
Name: Darren Thomas
Title: Director

By: /s/ Yash Gandhi
Name: Yash Gandhi
Title: Vice President

CREDIT SUISSE AG, NEW YORK BRANCH, as a Revolving Lender and Revolving L/C Issuer

By: /s/ Mikhail Faybusovich
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: /s/ John Basilici
Name: John Basilici
Title: Authorized Signatory

DEUTSCHE BANK AG NEW YORK BRANCH, as a Revolving Lender and Revolving L/C Issuer

By: /s/ Philip Tancorra
Name: Philip Tancorra
Title: Director

By: /s/ Lauren Danbury
Name: Lauren Danbury
Title: Vice President

GOLDMAN SACHS BANK USA, as a Revolving Lender, Revolving L/C Issuer and Term L/C Issuer

By: /s/ Thomas Manning
Name: Thomas Manning
Title: Authorized Signatory

By: /s/ Thomas Manning
Name: Thomas Manning
Title: Authorized Signatory

MUFG BANK, LTD., as a Revolving Lender and Term L/C Issuer

By: /s/ Nitzsche Rodricks
Name: Nietzsche Rodricks
Title: Managing Director

ROYAL BANK OF CANADA, as a Revolving Lender, Revolving L/C Issuer and Term L/C Issuer

By: /s/ Frank Lambrinos

Name: Frank Lambrinos

Title: Authorized Signatory

MORGAN STANLEY SENIOR FUNDING, INC., as a Revolving Lender

By: /s/ Michael King
Name: Michael King
Title: Vice President

AMENDMENT NO. 1 TO CREDIT AGREEMENT

THIS AMENDMENT NO. 1 TO CREDIT AGREEMENT is entered into as of August 9, 2023 (this "Amendment No. 1"), by and among Talen Energy Supply, LLC, a Delaware limited liability company (the "Borrower"), the Subsidiary Guarantors party hereto, each Person identified on the signature pages hereof as a "2023-1 Incremental Term B Lender" (collectively, the "2023-1 Incremental Term B Lenders" and, each a "2023-1 Incremental Term B Lender") and Citibank, N.A., as Administrative Agent and as Collateral Agent.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit Agreement, dated as of May 17, 2023 (as amended, restated, amended and restated, supplemented, modified, refinanced and/or replaced from time to time prior to the date hereof, the "Credit Agreement" and, as amended by this Amendment No. 1, the "Amended Credit Agreement"), among the Borrower, the Lenders party thereto, the Administrative Agent, the Collateral Agent and the other parties named therein (capitalized terms used but not defined herein having the meaning provided in the Amended Credit Agreement); and

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Borrower may establish Incremental Term B Loans by, among other things, entering into one or more Incremental Amendments with Incremental Term B Lenders;

WHEREAS, the parties hereto agree that the 2023-1 Incremental Term B Loans (as defined below) shall constitute Incremental Term B Loans, the 2023-1 Incremental Term B Lenders shall constitute Incremental Term B Lenders and this Amendment No. 1 shall constitute an Incremental Amendment;

WHEREAS, each of Citibank, N.A., BMO Capital Markets Corp., Deutsche Bank Securities Inc., Goldman Sachs Bank USA, RBC Capital Markets, LLC, MUFG Bank, Ltd., Credit Suisse Loan Funding LLC, Morgan Stanley Senior Funding, Inc. and Barclays Bank PLC has agreed to act as a joint lead arranger and bookrunner for this Amendment No. 1 (the "Amendment No. 1 Lead Arrangers"); and

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

A. Amendments to Credit Agreement.

1. Amendments to Credit Agreement. Effective as of the Amendment No. 1 Effective Date (as defined below), and subject to the terms and conditions set forth herein, the Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the Amended Credit Agreement attached hereto as Exhibit A.

B. Special Provisions Applicable to 2023-1 Incremental Term B Loans.

1 . Each 2023-1 Incremental Term B Lender hereby agrees to (x) provide its respective 2023-1 Incremental Term B Commitment as set forth on Schedule A annexed hereto (such commitment, the "2023-1 Incremental Term B Commitment") and (y) make Incremental Term B Loans (such Incremental Term B Loans, the "2023-1 Incremental Term B Loans"), on the terms and subject to the conditions set forth in this Amendment No. 1 and the Amended Credit Agreement.

2 . Each 2023-1 Incremental Term B Lender (i) confirms that it has received a copy of the Credit Agreement and the other Credit Documents and the exhibits thereto, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment No. 1; (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other 2023-1 Incremental Term B Lender or any other Lender or Agent 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) appoints and authorizes each of the Administrative Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under the Amended Credit Agreement and the other Credit Documents as are delegated to the Administrative Agent or the Collateral Agent, as applicable, by the terms thereof, together with such powers as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Amended Credit Agreement are required to be performed by it as a 2023-1 Incremental Term B Lender.

3 . It is understood and agreed that on the date of the making of the 2023-1 Incremental Term B Loans, and notwithstanding anything to the contrary set forth in the Credit Agreement, such 2023-1 Incremental Term B Loans shall be added to (and form part of) the outstanding Initial Term B Loans existing on the Amendment No. 1 Effective Date, shall constitute a single Class of Term B Loans with the Initial Term B Loans and shall be subject to the same terms applicable to the Initial Term B Loans as set forth in the Amended Credit Agreement.

4 . The 2023-1 Incremental Term B Loans made pursuant to the 2023-1 Incremental Term B Commitments shall constitute an "Initial Term B Loan" and a "Term B Loan" for all purposes of the Amended Credit Agreement, and all provisions of the Amended Credit Agreement applicable to Initial Term B Loans and Term B Loans shall be applicable to the 2023-1 Incremental Term B Loans. The 2023- 1 Incremental Term B Commitments of the 2023-1 Incremental Term B Lenders provided for hereunder shall be automatically and permanently reduced to $0 upon the making of such 2023-1 Incremental Term B Lender's 2023-1 Incremental Term B Loans pursuant to this Amendment No. 1 on the Amendment No. 1 Effective Date immediately after the funding of the 2023-1 Incremental Term B Loans.

5 . This Amendment No. 1 constitutes the notice required to be given by the Borrower pursuant to Section 2.14 of the Credit Agreement.

6. Proposed Borrowing. This Amendment No. 1 represents the Borrower's request to borrow 2023-1 Incremental Term B Loans from the 2023-1 Incremental Term B Lenders as follows (the "Proposed Borrowing"):

(a) Business Day of Proposed Borrowing: August 9, 2023

(b) Amount of Proposed Borrowing: $290,000,000

(c) Interest Rate option:

Term SOFR Loans with an initial Interest Period commencing on the Amendment No. 1 Effective Date and ending on the end date for the current Interest Period for the existing Initial Term B Loans with the interest rate applicable for such Interest Period to be the same as the existing Initial Term B Loans.

7. Amendment No. 1 Effective Date. This Amendment No. 1 shall become effective as of the first date on which each of the conditions set forth in this Section 7 shall have been satisfied (or waived) (such date, the "Amendment No. 1 Effective Date"):

A. the Administrative Agent shall have received duly executed counterparts hereof that, when taken together, bear the signatures of (i) each Credit Party, (ii) the Administrative Agent and the Collateral Agent and (iii) each 2023-1 Incremental Term B Lender;

B. the Administrative Agent shall have received a certificate of the Borrower, dated the Amendment No. 1 Effective Date, substantially in the form of Exhibit I to the Credit Agreement (with appropriate modifications to reflect the nature of the transactions contemplated hereunder), certifying that the conditions in Section 7G and H hereof have been satisfied as of the Amendment No. 1 Effective Date;

C. the Administrative Agent shall have received a certificate of the Credit Parties, dated the Amendment No. 1 Effective Date, certifying (a) a copy of the resolutions of the Authorizing Body (as defined therein) of each Credit Party (or a duly authorized committee thereof) authorizing (i) the execution, delivery and performance of this Amendment No. 1 (and any agreements relating hereto) to which it is a party and (ii) in the case of the Borrower, the extensions of credit contemplated hereunder, (b) true and complete copies of the Organizational Documents of each Credit Party as of the Amendment No. 1 Effective Date and (c) good standing certificates (to the extent such concept exists in the relevant jurisdiction of organization) of each Credit Party (or, in the case of clause (ii)(b), in lieu of attaching such Organizational Documents, shall include a certification by an Authorized Officer of each Credit Party certifying that there have been no changes to the corresponding documents delivered to the Administrative Agent on the Closing Date or such later date

on which such Organizational Documents were most recently delivered to the Administrative Agent);

D. (i) all fees in the amounts previously agreed in writing to be received on the Amendment No. 1 Effective Date and (ii) all expenses required to be paid in respect of this Amendment No. 1 pursuant to Section 13.5 of the Credit Agreement, in each case, shall have been paid to the extent due and, with respect to expenses (including reimbursable fees and expenses of counsel), to the extent a reasonably detailed invoice therefor has been delivered to the Borrower at least three (3) Business Days prior to the Amendment No. 1 Effective Date;

E. the Administrative Agent shall have received all documentation and other information with respect to the Credit Parties that is requested by the Administrative Agent or a 2023-1 Incremental Term B Lender and is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, in each case, to the extent reasonably requested in writing at least 10 Business Days prior to the Amendment No. 1 Effective Date by the Administrative Agent or such 2023-1 Incremental Term B Lender;

F. on the Amendment No. 1 Effective Date, the Administrative Agent shall have received a certificate from the chief financial officer of the Borrower substantially in the form of Exhibit E to the Credit Agreement (with appropriate modifications to reflect the nature of the transactions contemplated hereunder);

G. the representations and warranties contained in the Credit Agreement and the other Credit Documents are true and correct in all material respects on and as of the date hereof to the same extent as though made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date;

H. no event has occurred and is continuing or would result from the consummation of the proposed Borrowing contemplated hereby that would constitute a an Event of Default;

I. the Administrative Agent shall have received the executed customary legal opinions of (a) White & Case LLP, New York counsel to the Credit Parties and (b) Fitzpatrick Lentz & Bubba, P.C., Pennsylvania counsel to the Credit Parties;

J. substantially concurrently with the funding of the 2023-1 Incremental Term B Loans and refinancing of the LMBE-MC Facility, the Borrower shall have designated LMBE-MC HoldCo I LLC, a Delaware limited liability company,

LMBE-MC HoldCo II LLC, a Delaware limited liability company, MC Project Company LLC, a Delaware limited liability company, and LMBE Project Company LLC, a Delaware limited liability company, as Restricted Subsidiaries.

For purposes of determining compliance with the conditions specified in this Section 7, by signing this Amendment No. 1, each 2023-1 Incremental Term B Lender party hereto shall be deemed to have consented to, approved or accepted or to be satisfied with or waived (as applicable), each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to such 2023-1 Incremental Term B Lender unless the Borrower and the Administrative Agent shall have received notice from such 2023-1 Incremental Term B Lender prior to the Amendment No. 1 Effective Date specifying its objection thereto.

8 . For the avoidance of doubt, the parties intend to treat the Initial Term B Loans issued on the Closing Date and the 2023-1 Incremental Term B Loans, together, as a single fungible tranche of indebtedness for U.S. federal income tax purposes.

C. Other Terms.

1. Credit Agreement Governs. Except as set forth in this Amendment No. 1, the 2023-1 Incremental Term B Loans shall otherwise be subject to the provisions of the Amended Credit Agreement and the other Credit Documents.

2. 2023-1 Incremental Term B Lenders. Each 2023-1 Incremental Term B Lender acknowledges and agrees that upon its execution of this Amendment No. 1 and the making of the 2023-1 Incremental Term B Loans that such 2023-1 Incremental Term B Lender shall become a "Lender" under, and for all purposes of, the Amended Credit Agreement and the other Credit Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender thereunder.

3. Borrower Covenants. By its execution of this Amendment No. 1, the Borrower hereby covenants that the Borrower shall make any payments required pursuant to Section 2.11 of the Credit Agreement in connection with the 2023-1 Incremental Term B Loans.

4. Notice. For purposes of the Amended Credit Agreement, the initial notice address of each 2023-1 Incremental Term B Lender shall be as set forth below its signature below.

5. Tax Forms. For each relevant 2023-1 Incremental Term B Lender, delivered herewith to the Borrower and the Administrative Agent is such documentation as such 2023-1 Incremental Term B Lender may be required to deliver to the Borrower and the Administrative Agent pursuant to Sections 5.4(d), 5.4(e), 5.4(h) and 5.4(i) of the Credit Agreement.

6. Recordation of the New Loans. Upon execution and delivery hereof, the Administrative Agent will record the 2023-1 Incremental Term B Loans made by each 2023-1 Incremental Term B Lender in the Register.

7. Amendment, Modification and Waiver. This Amendment No. 1 may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto in accordance with the provisions of Section 13.1 of the Credit Agreement.

8. Entire Agreement. This Amendment No. 1, the Amended Credit Agreement and the other Credit Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

9. No Novation. This Amendment No. 1 shall not extinguish the obligations for the payment of money outstanding under the Credit Agreement or any other Credit Document or discharge or release any Lien or priority of or under any Security Document or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or any other Credit Document or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith and except to the extent repaid as provided herein. Nothing implied in this Amendment No. 1 or in any other document contemplated hereby shall be construed as a release or other discharge of any of the Credit Parties under any Credit Document from any of its obligations and liabilities as a borrower, guarantor or pledgor under any of the Credit Documents.

10. GOVERNING LAW. THIS AMENDMENT NO. 1 AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

11. Severability. Any term or provision of this Amendment No. 1 which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment No. 1 or affecting the validity or enforceability of any of the terms or provisions of this Amendment No. 1 in any other jurisdiction. If any provision of this Amendment No. 1 is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

12. Counterparts. This Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. This Amendment No. 1 may be executed using Electronic Signatures (as defined below). Each 2023-1 Incremental Term B Lender, the Credit Parties, and the Administrative and Collateral Agent agree that any Electronic Signature shall be valid and binding on such Person to the same extent as a manual, original signature, and shall be enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed signature was delivered. For purposes hereof, "Electronic Signature" shall have the meaning assigned to it by 15 USC §7006, as it may be amended from time to time.

13. Submission to Jurisdiction. Each party hereto irrevocably and unconditionally:

a. submits for itself and its property in any legal action or proceeding relating to this Amendment No. 1 and the other Credit Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York and appellate courts from any thereof;

b. consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

c. agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at such address of which the Administrative Agent shall have been notified pursuant to Section 13.2 of the Credit Agreement;

d. agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction;

e. subject to the last paragraph of Section 13.5 of the Credit Agreement, waives, to the maximum extent not prohibited by Applicable Law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 13 any special, exemplary, punitive or consequential damages; and

f. agrees that a final judgment in any 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 Applicable Law.

14. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AMENDMENT NO. 1 AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Amendment No. 1 as of the date first set forth above.

BORROWER:

TALEN ENERGY SUPPLY, LLC

By: /s/ Rajat Prakash
Name: Rajat Prakash
Title: Vice President and Treasurer

SUBSIDIARY GUARANTORS:

BARNEY DAVIS, LLC
BDW CORP.
BELL BEND, LLC
BRANDON SHORES LLC
BRUNNER ISLAND SERVICES, LLC
BRUNNER ISLAND, LLC
CAMDEN PLANT HOLDING, L.L.C.
COLSTRIP COMM SERV, LLC
DARTMOUTH PLANT HOLDING, LLC
DARTMOUTH POWER ASSOCIATES LIMITED PARTNERSHIP
DARTMOUTH POWER GENERATION, L.L.C.
DARTMOUTH POWER HOLDING COMPANY, L.L.C.
ELMWOOD ENERGY HOLDINGS, LLC
ELMWOOD PARK POWER, LLC
FORT ARMISTEAD ROAD – LOT 15 LANDFILL, LLC
H.A. WAGNER LLC
HOLTWOOD, LLC
LADY JANE COLLIERIES, INC.
LAREDO, LLC
LIBERTY VIEW POWER, L.L.C.
LOWER MOUNT BETHEL ENERGY, LLC
MARTINS CREEK, LLC
MC OPCO LLC
MEG GENERATING COMPANY, LLC
MONTANA GROWTH HOLDINGS LLC
MONTOUR SERVICES, LLC
RAVEN POWER FINANCE LLC
RAVEN POWER FORT SMALLWOOD LLC
RAVEN POWER GENERATION HOLDINGS LLC
RAVEN POWER GROUP LLC
RAVEN POWER PROPERTY LLC
RAVEN FS PROPERTY HOLDINGS LLC
REALTY COMPANY OF PENNSYLVANIA
RMGL HOLDINGS LLC
SAPPHIRE POWER FINANCE LLC
SAPPHIRE POWER GENERATION HOLDINGS LLC
SAPPHIRE POWER LLC
SAPPHIRE POWER MARKETING LLC
SUSQUEHANNA NUCLEAR, LLC
TALEN ENERGY MARKETING, LLC
TALEN ENERGY RETAIL LLC
TALEN ENERGY SERVICES GROUP, LLC
TALEN ENERGY SERVICES HOLDINGS, LLC.
TALEN ENERGY SERVICES NORTHEAST, INC.
TALEN GENERATION, LLC
TALEN II GROWTH HOLDINGS LLC
TALEN II GROWTH PARENT LLC
TALEN LAND HOLDINGS, LLC
TALEN MONTANA, LLC
TALEN MONTANA HOLDINGS, LLC
TALEN NE LLC
TALEN NUCLEAR DEVELOPMENT, LLC

By: /s/ Rajat Prakash
Name: Rajat Prakash
Title: Vice President and Treasurer

SUBSIDIARY GUARANTORS (CONT'D):

MONTOUR, LLC
MORRIS ENERGY MANAGEMENT COMPANY, LLC
MORRIS ENERGY OPERATIONS COMPANY, LLC
NEWARK BAY COGENERATION PARTNERSHIP, L.P.
NEWARK BAY HOLDING COMPANY, L.L.C.
NORTHEAST GAS GENERATION HOLDINGS, LLC
NUECES BAY, LLC
PEDRICKTOWN COGENERATION COMPANY LP
PEDRICKTOWN INVESTMENT COMPANY LLC
PEDRICKTOWN MANAGEMENT COMPANY LLC
PENNSYLVANIA MINES, LLC
RAVEN LOT 15 LLC
TALEN RECEIVABLES FUNDING, LLC
TALEN TEXAS GROUP, LLC
TALEN TEXAS PROPERTY, LLC
TALEN TEXAS, LLC
TALEN TREASURE STATE, LLC
YORK GENERATION COMPANY LLC
YORK PLANT HOLDING, LLC

By: /s/ Rajat Prakash
Name: Rajat Prakash
Title: Vice President and Treasurer

CITIBANK, N.A.,
as 2023-1 Incremental Term B Lender

By: /s/ Ashwani Khubani
Name: Ashwani Khubani
Title: Managing Director

[*Signature Page to Amendment No. 1 to Credit Agreement*]

Consented to by:

CITIBANK, N.A., as Administrative Agent

By: /s/ Ashwani Khubani
Name: Ashwani Khubani
Title: Managing Director

[*Signature Page to Amendment No. 1 to Credit Agreement*]

Consented to by:

CITIBANK, N.A., as Collateral Agent

By: /s/ Edwin De La Cruz
Name: Edwin De La Cruz
Title: Senior Trust Officer

[*Signature Page to Amendment No. 1 to Credit Agreement*]

SCEDULE A

TO AMENDMENT NO. 1

Name of 2023-1 Incremental Term B Lender	2023-1 Incremental Term B Commitment
Citibank, N.A.	$290,000,000
	Total: $290,000,000

EXHIBIT A

TO AMENDMENT NO. 1

[AMENDED CREDIT AGREEMENT]

[ATTACHED]

~~*Execution Version*~~ *Exhibit A to Amendment No. 1*

CREDIT AGREEMENT

Dated as of May 17, 2023

as amended by Amendment No. 1, dated as of August 9, 2023

among

TALEN ENERGY SUPPLY, LLC,

as the Borrower,

The Several Lenders and L/C Issuers
from Time to Time Parties Hereto,

CITIBANK, N.A.,
as Administrative Agent and Collateral Agent

and

CITIBANK, N.A.,
BMO CAPITAL MARKETS CORP.,
DEUTSCHE BANK SECURITIES INC.,
GOLDMAN SACHS BANK USA,
RBC CAPITAL MARKETS, LLC,
MUFG BANK, LTD.,
CREDIT SUISSE LOAN FUNDING LLC
~~**AND**~~,
MORGAN STANLEY SENIOR FUNDING, INC.,
AND
BARCLAYS BANK PLC
as Joint Lead Arrangers and Joint Bookrunners

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SCHEDULES

EXHIBITS

This CREDIT AGREEMENT, is entered into as of May 17, 2023, by and among TALEN ENERGY SUPPLY, LLC (the "**Borrower**"), the lending institutions from time to time parties hereto (each a "**Lender**" and, collectively, the "**Lenders**"), CITIBANK, N.A., as Administrative Agent and Collateral Agent, and CITIBANK, N.A., BMO CAPITAL MARKETS CORP., DEUTSCHE BANK SECURITIES INC., GOLDMAN SACHS BANK USA, RBC CAPITAL MARKETS, LLC, MUFG BANK, LTD., CREDIT SUISSE LOAN FUNDING LLC and MORGAN STANLEY SENIOR FUNDING, INC., as Joint Lead Arrangers and Joint Bookrunners (each as defined herein).

RECITALS:

WHEREAS, capitalized terms used and not defined in the preamble and these recitals shall have the respective meanings set forth for such terms in Section 1.1 hereof;

WHEREAS, on May 9 and May 10, 2022, the Borrower and certain of the Borrower's Domestic Subsidiaries (the "**Debtors**") began operating as debtors-in-possession pursuant to voluntary cases commenced under Chapter 11 of Title 11 of the United States Code (as amended, the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Texas (Houston Division) (the "**Bankruptcy Court**"), which, together with the voluntary case of the Borrower's parent, Talen Energy Corporation, filed on December 10, 2022, are jointly administered under Case No. 22-90054 (the "**Case**");

WHEREAS, the Debtors will be reorganized pursuant to (i) the *Joint Chapter 11 Plan of the Talen Energy Supply, LLC and Its Affiliated Debtors*, filed in the Case on December 14, 2022 at Docket No. 1722 (together with all schedules, documents and exhibits contained therein, as amended, supplemented, modified or waived to the extent not otherwise prohibited hereunder, the "**Plan**") and (ii) the order confirming the Plan, entered by the Bankruptcy Court on December 20, 2022 at Docket No. 1760 (together with all schedules, documents and exhibits contained therein, as amended, supplemented, modified or waived to the extent not otherwise prohibited hereunder, the "**Confirmation Order**");

WHEREAS, the Borrower has requested that, upon the satisfaction (or waiver) of the conditions precedent set forth in Section 6 hereof, the applicable Lenders (a) make initial term b loans to the Borrower in an aggregate principal amount of $580,000,000 on the Closing Date, (b) make initial term c loans to the Borrower in an aggregate principal amount of $470,000,000 on the Closing Date and (c) make available to the Borrower a $700,000,000 revolving credit facility for the making, from time to time, of revolving loans and the issuance, from time to time, of letters of credit, in each case on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, on or prior to the Closing Date, Talen Energy Corporation will consummate a rights offering to raise up to $1,400,000,000 of additional equity capital (the "**Equity Rights Offering**"), the proceeds of which (net of any amounts used by Talen Energy Corporation to consummate the Transactions and to pay the Transaction Expenses or retained by Talen Energy Corporation in connection with the maintenance of its existence and ownership of the Borrower)

will be contributed to the Borrower and be applied by the Borrower in a manner consistent with the use of proceeds of the Initial Term B Loans as set forth in Section 9.13 hereof;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1. Definitions.

1.1. Defined Terms.

As used herein, the following terms shall have the meanings specified in this Section 1.1 unless the context otherwise requires:

"**2023 Notes Indenture**" shall mean the Indenture for the 2023 Notes, dated as of May 12, 2023, among the Borrower, the guarantors thereto from time to time and Wilmington Savings Fund Society, FSB, as trustee (the "**Senior Notes Trustee**"), as the same may be amended, modified, supplemented, replaced or refinanced to the extent not prohibited by this Agreement.

"**2023 Notes**" shall mean the $1,200,000,000 senior secured notes due 2030 issued by the Borrower pursuant to the 2023 Notes Indenture.

"**2023-1 Incremental Term B Commitment**" shall mean each 2023-1 Incremental Term B Lender's commitment to provide its respective 2023-1 Incremental Term B Commitment as set forth on Schedule A to Amendment No. 1.

"**2023-1 Incremental Term B Lender**" shall mean each Person identified on the signature pages to Amendment No. 1 as a "2023-1 Incremental Term B Lender".

"**2023-1 Incremental Term B Loan**" shall mean the Incremental Term B Loans made by the 2023-1 Incremental Term B Lenders on the Amendment No. 1 Effective Date.

"**ABR**" shall mean, for any day, a fluctuating rate per annum equal to the greatest of (a) the Federal Funds Effective Rate plus 1/2 of 1.00%, (b) the rate of interest in effect for such day as publicly announced from time to time by the Wall Street Journal as the "U.S. prime rate" and (c) the Adjusted Term SOFR Rate for a one-month tenor as published two U.S. Governmental Securities Business Days prior to such day (after giving effect to any Floor applicable to the Adjusted Term SOFR Rate) (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%; provided that, for the avoidance of doubt, for purposes of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 6:00 a.m. on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). If the Administrative Agent is unable to ascertain the Federal Funds Effective Rate due to its inability to obtain sufficient quotations in accordance with the definition thereof, after notice is provided to the Borrower, the ABR shall be determined without regard to clause (a) above until the circumstances giving rise to such inability no longer exist. Any change in the ABR due to a change in such rate announced by the Administrative

Agent or in the Federal Funds Effective Rate shall take effect at the opening of business on the day specified in the public announcement of such change or on the effective date of such change in the Federal Funds Effective Rate or the Adjusted Term SOFR Rate, as applicable. In no event shall the ABR be less than the Floor.

"**ABR Loan**" shall mean each Loan bearing interest based on the ABR.

"**Acceptable Reinvestment Commitment**" shall mean a binding commitment or letter of intent of the Borrower or any Restricted Subsidiary entered into at any time prior to the end of the Reinvestment Period to reinvest the proceeds of a Prepayment Event.

"**Acquired EBITDA**" shall mean, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary (any of the foregoing, a "**Pro Forma Entity**") for any period, the amount for such period of Consolidated Adjusted EBITDA of such Pro Forma Entity (determined using such definitions as if references to the Borrower and the Restricted Subsidiaries therein were to such Pro Forma Entity and its Restricted Subsidiaries), all as determined on a consolidated basis for such Pro Forma Entity in a manner not inconsistent with GAAP.

"**Acquired Entity or Business**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA".

"**Additional Revolving Commitments**" shall have the meaning provided in Section 2.14(a).

"**Additional Revolving Lender**" shall have the meaning provided in Section 2.14(b).

"**Additional Revolving Loan**" shall have the meaning provided in Section 2.14(b).

"**Adjusted Daily Simple SOFR**" means, for each SOFR Rate Day in any Interest Period, an interest rate per annum equal to the Daily Simple SOFR; provided that, if the Adjusted Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"**Adjusted Term SOFR Rate**" means, for any Interest Period, an interest rate per annum equal to the Term SOFR Rate; provided that, if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"**Adjusted Total Additional Revolving Commitment**" shall mean at any time, with respect to any tranche of Additional Revolving Commitments, the Total Additional Revolving Commitment for such tranche less the aggregate Additional Revolving Commitments of all Defaulting Lenders in such tranche.

"**Adjusted Total Extended Revolving Commitment**" shall mean, at any time, with respect to any Extension Series of Extended Revolving Commitments, the Total Extended

Revolving Commitment for such Extension Series less the aggregate Extended Revolving Commitments of all Defaulting Lenders in such Extension Series.

"**Adjusted Total Revolving Commitment**" shall mean, at any time, the Total Revolving Commitment less the aggregate Revolving Commitments of all Defaulting Lenders.

"**Administrative Agent**" shall mean Citibank, N.A., as the administrative agent for the Lenders under this Agreement and the other Credit Documents, or any successor administrative agent pursuant to Section 12.9.

"**Administrative Agent's Office**" shall mean the Administrative Agent's address and, as appropriate, account as set forth on Schedule 13.2, or such other address or account of which the Administrative Agent may from time to time notify the Borrower and the Lenders.

"**Administrative Questionnaire**" shall have the meaning provided in Section 13.6(b)(ii)(D).

"**Advisors**" shall mean legal counsel, financial advisors and third-party appraisers and consultants advising the Agents, the Joint Lead Arrangers, the L/C Issuers, the Lenders and their Related Parties in connection with this Agreement, the other Credit Documents and the consummation of the Transactions, limited in the case of legal counsel to one primary counsel for the Agents and the Joint Lead Arrangers (as of the Closing Date, Cahill Gordon & Reindel LLP) and, if necessary, one firm of regulatory counsel and/or one firm of local counsel in each appropriate jurisdiction (and, in the case of an actual or perceived conflict of interest where the Person affected by such conflict informs the Borrower of such conflict and, after receipt of the consent of the Borrower (which consent shall not be unreasonably withheld or delayed), retains its own counsel, of another firm of counsel for all such affected Persons (taken as a whole)).

"**Affected Financial Institution**" shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such Person. A Person shall be deemed to "control" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities or by contract. The terms "controlling" and "controlled" shall have meanings correlative thereto.

"**Affiliated Lender**" shall mean any Affiliated Parent Company or Subsidiary of the Borrower (other than a Restricted Subsidiary of the Borrower) that purchases or acquires Term B Loans or Term C Loans pursuant to Section 13.6(h).

"**Affiliated Parent Company**" shall mean an entity that (i) owns, directly or indirectly, 100% of the Stock of the Borrower, and (ii) operates as a "passive holding company", subject to customary exceptions (it being understood, for the avoidance of doubt, that no Permitted Holder or affiliated investment fund shall be construed to be an "Affiliated Parent Company").

"**Agent Parties**" shall have the meaning provided in Section 13.17(d). "**Agents**" shall mean the Administrative Agent and the Collateral Agent.

"**Aggregate Revolving Credit Outstandings**" shall have the meaning provided in Section 5.2(b).

"**Agreement**" shall mean this Credit Agreement.

"**AHYDO Catch-Up Payment**" means any payment or redemption of Indebtedness, including subordinated debt obligations, to avoid the application of Code Section 163(e)(5) thereto.

"**Amendment No. 1**" means that certain Amendment No. 1 to Credit Agreement, dated as of August 9, 2023, among the Borrower, the 2023-1 Incremental Term B Lenders party thereto, the Administrative Agent and the Collateral Agent.

"**Amendment No. 1 Effective Date**" shall mean August 9, 2023.

"**Applicable ABR Margin**" shall mean at any date, (i) in the case of each ABR Loan that is an Initial Term B Loan, 3.50% *per annum*, (ii) in the case of each ABR Loan that is an Initial Term C Loan, 3.50% *per annum*, (iii) in the case of each ABR Loan that is a Revolving Loan, (x) prior to the delivery of Section 9.1 Financials and the related Officer's Certificate for the first full fiscal quarter commencing on or after the Closing Date pursuant to Section 9.1, 2.50% *per annum*, and (y) thereafter, the percentages per annum set forth in the applicable table below, based upon the Consolidated First Lien Net Leverage Ratio as set forth in the most recent Officer's Certificate delivered to the Administrative Agent in connection with the Section 9.1 Financials:

Pricing Level	Consolidated First Lien Net Leverage Ratio Level	ABR Rate: Revolving Credit Loan
I	Less than or equal to (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.00:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.00:1.00.	2.00%
II	Greater than (i)(x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.00:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date,2.00:1.00, but (ii) less than or equal to (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	2.25%

III	Greater than (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00	2.50%

Any increase or decrease in the Applicable ABR Margin for any Revolving Loans resulting from a change in the Consolidated First Lien Net Leverage Ratio shall become effective as of the first Business Day immediately following the date the applicable Officer's Certificate is delivered in connection with the Section 9.1 Financials.

Notwithstanding the foregoing, (a) the Applicable ABR Margin in respect of any Class of Extended Revolving Commitments or Extended Revolving Loans, any Extended Term B Loans or any Extended Term C Loans shall be the applicable percentages per annum set forth in the relevant Extension Amendment, (b) the Applicable ABR Margin in respect of any New Refinancing Revolving Commitments, Additional Revolving Commitments, Additional Revolving Loans, Incremental Loans or Class of Replacement Term B Loans or Replacement Term C Loans shall be the applicable percentages per annum set forth in the relevant Incremental Term C Facility, Refinancing Facility, Replacement Facility or other applicable agreement and (c) in the case of the Initial Term B Loans and the Initial Term C Loans, the Applicable ABR Margin shall be increased as, and to the extent, necessary to comply with the provisions of Section 2.14(d)(iv).

In addition, upon written notice from of the Required Revolving Lenders the highest pricing level applicable to the Revolving Loans shall apply at any time during which the Borrower shall have failed to deliver the Section 9.1 Financials by the applicable date required under Section 9.1 (but only for so long as such failure continues, after which such ratio shall be determined based on the then existing Consolidated First Lien Net Leverage Ratio) as set forth in the applicable Officer's Certificate. Notwithstanding anything to the contrary contained above in this definition, the Applicable ABR Margin shall be the highest Applicable ABR Margin set forth in the table above at all times during which there shall exist any Event of Default pursuant to Section 11.1 or 11.5.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the First Lien Net Leverage Ratio set forth in any applicable Officer's Certificate delivered in connection with the Section 9.1 Financials delivered for any period is inaccurate for any reason and the result thereof is that the Revolving Lenders received interest for any period based on an Applicable ABR Margin that is less than that which would have been applicable had the First Lien Net Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the "Applicable ABR Margin" for any day occurring within the period covered by such applicable Officer's Certificate delivered in connection with the Section 9.1 Financials shall retroactively be deemed to be the relevant percentage as based upon the accurately determined First Lien Net Leverage Ratio for such period, and any shortfall in the interest theretofore paid by the Borrower for the relevant period pursuant to Section 2.8(a) as a result of the miscalculation of the First Lien Net Leverage

Ratio shall be deemed to be (and shall be) due and payable under the relevant provisions of Section ~~2.08~~2.8(a) at the time the interest for such period was required to be paid pursuant to said Section on the same basis as if the First Lien Net Leverage Ratio had been accurately set forth in such Officer's Certificate delivered in connection with Section 9.1 Financials (and shall remain due and payable until paid in full, together with all amounts owing under Section 2.8(c) (subject to the proviso below), in accordance with the terms of this Agreement). Such Applicable ABR Margin shall be due and payable on the earlier of (i) the occurrence of a Default or an Event of Default under Section 11.5 and (ii) promptly upon written demand to the Borrower (but in no event later than five (5) Business Days after such written demand); provided that in the case of preceding clause (ii), nonpayment of such Applicable ABR Margin as a result of any inaccuracy shall not constitute a Default or Event of Default (whether retroactively or otherwise), and no such amounts shall be deemed overdue (and no amounts shall accrue interest at the applicable default rate), at any time prior to the date that is five (5) Business Days after such written demand to the Borrower.

"**Applicable Amount**" shall mean, at any time (the "**Applicable Amount Reference Time**"), an amount equal to (a) the sum, without duplication, of:

(i) the greater of (x) $150,000,000 and (y) solely on or after the Q2 2024 Financials Date, 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(ii) Consolidated Adjusted EBITDA of the Borrower, minus 140% of Consolidated Interest Expense of the Borrower, in each case, for the period (taken as one accounting period) from June 1, 2023 until the last day of the then-most recent fiscal quarter or Fiscal Year, as applicable, for which Section 9.1 Financials have been delivered (which amount, if less than zero, shall not be taken into account for any such period);

(iii) all cash repayments of principal received by the Borrower or any Restricted Subsidiary from any Minority Investments or Unrestricted Subsidiaries on account of loans made by the Borrower or any Restricted Subsidiary to such Minority Investments or Unrestricted Subsidiaries during the period from and including the Business Day immediately following the Closing Date through and including the Applicable Amount Reference Time;

(iv) 100% of the aggregate amount received in cash and the fair market value of marketable securities or other property received by means of (A) the sale or other disposition (other than to the Borrower or a Restricted Subsidiary) of Investments made pursuant to Section 10.5(v)(y) by the Borrower or any Restricted Subsidiary and repurchases and redemptions of such Investments from the Borrower or any Restricted Subsidiary and repayments of loans or advances, and releases of guarantees constituting such Investments made by the Borrower or any Restricted Subsidiary, in each case, after the Closing Date; and (B) the sale (other than to the Borrower or a Restricted Subsidiary) of the stock or other ownership interest of Minority Investments, any Unrestricted Subsidiary or Excluded Project Subsidiary or a dividend or distribution from a Minority

Investment, Unrestricted Subsidiary or Excluded Project Subsidiary (other than in each case to the extent the Investment in such Minority Investment, Unrestricted Subsidiary or Excluded Project Subsidiary was made by the Borrower or a Restricted Subsidiary pursuant to the proviso in Section 10.5(i) and other than to the extent such dividend or distribution from an Unrestricted Subsidiary or Excluded Project Subsidiary is applied to make a distribution pursuant to Section 10.6 to fund tax or other liabilities of such Unrestricted Subsidiary or Excluded Project Subsidiary that are payable by a direct or indirect parent of the Borrower on behalf of such Unrestricted Subsidiary or Excluded Project Subsidiary), in each case, after the Closing Date;

(v) in the case of the redesignation of an Unrestricted Subsidiary or an Excluded Project Subsidiary as, or merger, consolidation or amalgamation of an Unrestricted Subsidiary or Excluded Project Subsidiary with or into, a Restricted Subsidiary after the Closing Date, the fair market value of the Investment in such Unrestricted Subsidiary or Excluded Project Subsidiary at the time of the redesignation of such Unrestricted Subsidiary or Excluded Project Subsidiary as, or merger, consolidation or amalgamation of such Unrestricted Subsidiary or Excluded Project Subsidiary with or into, a Restricted Subsidiary, other than to the extent the Investment in such Unrestricted Subsidiary or Excluded Project Subsidiary was made by the Borrower or a Restricted Subsidiary pursuant to the proviso in Section 10.5(i);

(vi) 100% of the aggregate net cash proceeds and the fair market value of marketable securities or other property received by the Borrower since immediately after the Closing Date (other than net cash proceeds from Cure Amounts) from the issue or sale of Indebtedness or Disqualified Stock of the Borrower or a Restricted Subsidiary that has been converted into or exchanged for Stock of the Borrower or any direct or indirect parent of the Borrower; provided that this clause (vi) shall not include the proceeds from (a) Stock or Stock Equivalents or Indebtedness that has been converted or exchanged for Stock or Stock Equivalents of the Borrower sold to a Restricted Subsidiary, as the case may be, (b) Disqualified Stock or Indebtedness that has been converted or exchanged into Disqualified Stock or (c) any contribution or issuance that increases the Applicable Equity Amount;

(vii) without duplication of any amounts above, any returns, profits, distributions and similar amounts received on account of Investments made pursuant to Section 10.5(v)(y); and

(viii) the aggregate amount of Retained Declined Proceeds retained by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Applicable Amount Reference Time;

minus (b) the sum, without duplication, of:

(i) the aggregate amount of Investments made pursuant to Section 10.5(v)(y) following the Closing Date and prior to the Applicable Amount Reference Time;

(ii) the aggregate amount of dividends pursuant to Section 10.6(c)(y) following the Closing Date and prior to the Applicable Amount Reference Time; and

(iii) the aggregate amount of prepayments, repurchases, redemptions and defeasances made pursuant to Section 10.7(a)(i)(3) following the Closing Date and prior to the Applicable Amount Reference Time.

Notwithstanding the foregoing, in making any calculation or other determination under this Agreement involving the Applicable Amount, if the Applicable Amount at such time is less than zero, then the Applicable Amount shall be deemed to be zero for purposes of such calculation or determination.

"**Applicable Amount Reference Time**" shall have the meaning provided in the definition of "Applicable Amount".

"**Applicable Equity Amount**" shall mean, at any time (the "**Applicable Equity Amount Reference Time**"), an amount equal to, without duplication, (a) the amount of any capital contributions (other than any Cure Amount) made in cash, marketable securities or other property to, or any proceeds of an equity issuance received by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Applicable Equity Amount Reference Time (taking the fair market value of any marketable securities or property other than cash), including proceeds from the issuance of Stock or Stock Equivalents of any direct or indirect parent of the Borrower (to the extent the proceeds of any such issuance are contributed to the Borrower), but excluding all proceeds from the issuance of Disqualified Stock and any Cure Amount,

minus (b) the sum, without duplication, of:

(i) the aggregate amount of Investments made pursuant to Section 10.5(v)(x) following the Closing Date and prior to the Applicable Equity Amount Reference Time;

(ii) the aggregate amount of dividends pursuant to Section 10.6(c)(x) following the Closing Date and prior to the Applicable Equity Amount Reference Time;

(iii) the aggregate amount of prepayments, repurchases, redemptions and defeasances pursuant to Section 10.7(a)(i)(2) following the Closing Date and prior to the Applicable Equity Amount Reference Time; and

(iv) the aggregate amount of Indebtedness incurred pursuant to Section 10.1(aa) and outstanding at the Applicable Equity Amount Reference Time;

provided that issuances and contributions pursuant to Sections 10.5(f)(ii), 10.6(a) and 10.6(b)(i) shall not increase the Applicable Equity Amount.

"**Applicable Equity Amount Reference Time**" shall have the meaning provided in the definition of "Applicable Equity Amount".

"**Applicable Laws**" shall mean, as to any Person, any law (including common law), statute, regulation, ordinance, rule, order, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"**Applicable Term SOFR Margin**" shall mean at any date, (i) in the case of each Term SOFR Loan that is an Initial Term B Loan, 4.50% *per annum*, (ii) in the case of each Term SOFR Loan that is an Initial Term C Loan, 4.50% *per annum*, and (iii) in the case of each Term SOFR Loan that is a Revolving Loan, (x) prior to the delivery of the Section 9.1 Financials and the related Officer's Certificate for the first full fiscal quarter commencing on or after the Closing Date pursuant to Section 9.1, 3.50% *per annum*, and (y) thereafter, the percentages per annum set forth in the applicable table below, based upon the Consolidated First Lien Net Leverage Ratio as set forth in the most recent Officer's Certificate received by the Administrative Agent in connection with the Section 9.1 Financials:

Pricing Level	Consolidated First Lien Net Leverage Ratio Level	Term SOFR: Revolving Credit Loan
I	Less than or equal to (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.00:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.00:1.00.	3.00%
II	Greater than (i)(x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.00:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date,2.00:1.00, but (ii) less than or equal to (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	3.25%
III	Greater than (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	3.50%

Any increase or decrease in the Applicable Term SOFR Margin for any Revolving Loans resulting from a change in the Consolidated First Lien Net Leverage Ratio shall become effective

as of the first Business Day immediately following the date the applicable Officer's Certificate is delivered pursuant to Section 9.1(c).

Notwithstanding the foregoing, (a) the Applicable Term SOFR Margin in respect of any Class of Extended Revolving Commitments or Extended Revolving Loans, any Extended Term B Loans or any Extended Term C Loans shall be the applicable percentages per annum set forth in the relevant Extension Amendment, (b) the Applicable Term SOFR Margin in respect of any New Refinancing Revolving Commitments, Additional Revolving Commitments, Additional Revolving Loans, Incremental Loans or Class of Replacement Term B Loans or Replacement Term C Loans shall be the applicable percentages per annum set forth in the relevant Incremental Term C Facility, Refinancing Facility, Replacement Facility or other applicable agreement and (c) in the case of the Initial Term B Loans and the Initial Term C Loans, the Applicable Term SOFR Margin shall be increased as, and to the extent, necessary to comply with the provisions of Section 2.14(d)(iv).

In addition, upon written notice by the Required Revolving Lenders the highest pricing level applicable to the Revolving Loans shall apply at any time during which the Borrower shall have failed to deliver the Section 9.1 Financials by the applicable date required under Section 9.1 (but only for so long as such failure continues, after which such ratio shall be determined based on the then existing Consolidated First Lien Net Leverage Ratio) as set forth in the applicable Officer's Certificate. Notwithstanding anything to the contrary contained above in this definition, the Applicable Term SOFR Margin shall be the highest Applicable Term SOFR Margin set forth in the table above at all times during which there shall exist any Event of Default pursuant to Section 11.1 or 11.5.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the First Lien Net Leverage Ratio set forth in any applicable Officer's Certificate delivered in connection with the Section 9.1 Financials delivered for any period is inaccurate for any reason and the result thereof is that the Revolving Lenders received interest for any period based on an Applicable Term SOFR Margin that is less than that which would have been applicable had the First Lien Net Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the "Applicable Term SOFR Margin" for any day occurring within the period covered by such applicable Officer's Certificate delivered in connection with the Section 9.1 Financials shall retroactively be deemed to be the relevant percentage as based upon the accurately determined First Lien Net Leverage Ratio for such period, and any shortfall in the interest theretofore paid by the Borrower for the relevant period pursuant to Section 2.8(b) as a result of the miscalculation of the First Lien Net Leverage Ratio shall be deemed to be (and shall be) due and payable under the relevant provisions of Section 2.08(b) at the time the interest for such period was required to be paid pursuant to said Section on the same basis as if the First Lien Net Leverage Ratio had been accurately set forth in such Officer's Certificate delivered in connection with Section 9.1 Financials (and shall remain due and payable until paid in full, together with all amounts owing under Section 2.8(c) (subject to the proviso below), in accordance with the terms of this Agreement). Such Applicable Term SOFR Margin shall be due and payable on the earlier of (i) the occurrence of a Default or an Event of Default under Section 11.5 and (ii) promptly upon

written demand to the Borrower (but in no event later than five (5) Business Days after such written demand); provided that in the case of preceding clause (ii), nonpayment of such Applicable Term SOFR Margin as a result of any inaccuracy shall not constitute a Default or Event of Default (whether retroactively or otherwise), and no such amounts shall be deemed overdue (and no amounts shall accrue interest at the applicable default rate), at any time prior to the date that is five (5) Business Days after such written demand to the Borrower.

"**Approved Fund**" shall mean any Fund that is administered, advised or managed by a Lender or an Affiliate of the entity that administers, advises or manages any Fund that is a Lender.

"**Asset Sale Prepayment Event**" shall mean any Disposition of any business units, assets or other property of the Borrower and the Restricted Subsidiaries not in the ordinary course of business (including any Disposition of any Stock or Stock Equivalents of any Subsidiary of the Borrower owned by the Borrower or any Restricted Subsidiary). Notwithstanding the foregoing, the term "Asset Sale Prepayment Event" shall not include any transaction permitted by Section 10.4 (other than transactions permitted by Section 10.4(b) which shall constitute Asset Sale Prepayment Events).

"**Assignment and Acceptance**" shall mean (a) an assignment and acceptance substantially in the form of Exhibit J, or such other form as may be approved by the Administrative Agent and (b) in the case of any assignment of Term B Loans in connection with a Permitted Debt Exchange conducted in accordance with Section 2.17, such form of assignment (if any) as may have been requested by the Administrative Agent in accordance with Section 2.17(a).

"**Attributable Debt**" shall mean, in respect of a sale and leaseback transaction, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; provided, however, that if such sale and leaseback transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capitalized Lease Obligation."

"**Auction Agent**" shall mean (i) the Administrative Agent or (ii) any other financial institution or advisor employed by the Borrower or any Subsidiary thereof (whether or not an Affiliate of the Administrative Agent) to act as an arranger in connection with any Permitted Debt Exchange pursuant to Section 2.17 or Dutch auction pursuant to Section 13.6(h); provided that the Borrower shall not designate the Administrative Agent as the Auction Agent without the written consent of the Administrative Agent (it being understood that the Administrative Agent shall be under no obligation to agree to act as the Auction Agent).

"**Authorized Officer**" shall mean the President, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer, any Assistant Treasurer, the

General Counsel, the Secretary, any Assistant Secretary, the Controller, any Senior Vice President, with respect to certain limited liability companies or partnerships that do not have officers, any manager, managing member or general partner thereof, any other senior officer of the Borrower or any other Credit Party designated as such in writing to the Administrative Agent by the Borrower or any other Credit Party, as applicable. Any document (other than a solvency certificate) delivered hereunder that is signed by an Authorized Officer shall be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership and/or other action on the part of the Borrower or any other Credit Party, as applicable, and such Authorized Officer shall be conclusively presumed to have acted on behalf of such Person.

"**Auto-Extension Letter of Credit**" shall have the meaning provided in Section 3.2(b).

"**Available Revolving Commitment**" shall mean, as of any date, an amount equal to the excess, if any, of (a) the amount of the Total Revolving Commitment over (b) the sum of (i) the aggregate principal amount of all Revolving Loans then outstanding and (ii) the aggregate Revolving Letters of Credit Outstanding at such time.

"**Available RP/Investment Capacity Amount**" shall mean, at any time, (x) the amount of payments that may be made at such time pursuant to Section 10.6(b), (c), (j), (o) or (r) of this Agreement and (y) the amount of Investments that may be made at such time pursuant to Section 10.5(i), (m), (v), (w), (ff), (mm) or (nn).

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.10(f)(v).

"**Backstopped**" shall mean, with respect to any Letter of Credit, that such Letter of Credit is backstopped by another letter of credit on terms reasonably satisfactory to the L/C Issuer of such first Letter of Credit.

"**Bail-In Action**" shall mean the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"**Bail-In Legislation**" shall mean (a) 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, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United

Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"**Bankruptcy Code**" shall have the meaning provided in the recitals to this Agreement.

"**Bankruptcy Court**" shall have the meaning provided in the recitals to this Agreement.

"**Barclays Facility**" shall mean that certain senior secured letter of credit facility, dated as of the date hereof (as amended, restated, amended and restated, restructured, supplemented, waived and/or otherwise modified from time to time), entered into by and among TES, Barclays Bank PLC, as letter of credit issuer and the other parties from time to time party thereto.

"**Benchmark**" shall initially mean the Term SOFR Rate; provided that if a Benchmark Transition Event and the related Benchmark Replacement Date have occurred with respect to the Term SOFR Rate or the then-current Benchmark, then "Benchmark" shall mean the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.10(f)(ii).

"**Benchmark Replacement**" shall mean, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) Adjusted Daily Simple SOFR;

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in Dollars at such time in the United States plus (b) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

"**Benchmark Replacement Adjustment**" shall mean, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted

Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in Dollars at such time in the United States.

"**Benchmark Replacement Conforming Changes**" shall mean, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes relating to the definitions of "ABR," "Business Day," "U.S. Government Securities Business Day," and "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent, in consultation with the Borrower, decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent, in consultation with the Borrower, decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

"**Benchmark Replacement Date**" shall mean, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) of the definition of "Benchmark Transition Event" with respect to any Benchmark upon the occurrence of the applicable event or

events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Transition Event**" shall mean the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Unavailability Period**" shall mean, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.10(f) and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.10(f).

"**Beneficial Ownership Certification**" shall mean a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"**Beneficial Ownership Regulation**" shall mean 31 C.F.R. § 1010.230.

"**Benefit Plan Investor**" shall mean any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"**Benefit Plan**" shall mean an employee pension benefit plan (other than a Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code or Section 302 of ERISA and is maintained or contributed to by a Credit Party or ERISA Affiliate or with respect to which a Credit Party could reasonably be expected to incur liability pursuant to Title IV of ERISA.

"**Benefited Lender**" shall have the meaning provided in Section 13.8(a).

"**Board**" shall mean the Board of Governors of the Federal Reserve System of the United States (or any successor).

"**Borrower**" shall have the meaning provided in the preamble to this Agreement.

"**Borrowing**" shall mean the incurrence of one Class and Type of Loan on a given date (or resulting from conversions on a given date) having a single Maturity Date and in the case of Term SOFR Loans the same Interest Period (provided, that ABR Loans incurred pursuant to Section 2.10 shall be considered part of any related Borrowing of Term SOFR Loans).

"**Broker-Dealer Subsidiary**" shall mean any Subsidiary that is registered as a broker-dealer under the Exchange Act or any other applicable law requiring similar registration.

"**Business Day**" shall mean any day excluding Saturday, Sunday and any other day on which banking institutions in New York City are authorized by law or other governmental actions to close.

"**Capital Expenditures**" shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Capital Leases) by the Borrower and the Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as capital expenditures on a consolidated statement of cash flows of the Borrower.

"**Capital Lease**" shall mean, as applied to the Borrower and the Restricted Subsidiaries, any lease of any property (whether real, personal or mixed) by the Borrower or any Restricted Subsidiary as lessee that, in conformity with GAAP, is, or is required to be, accounted for as a capital lease on the balance sheet of the Borrower.

"**Capitalized Lease Obligations**" shall mean, as applied to the Borrower and the Restricted Subsidiaries at the time any determination is to be made, the amount of the liability in respect of a Capital Lease that would at such time be required to be capitalized and reflected as a liability on the balance sheet (excluding the footnotes thereto) of the Borrower in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such Capital Lease prior to the first date upon which such Capital Lease may be prepaid by the lessee without payment of a penalty.

"**Capitalized Software Expenditures**" shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by the Borrower and the Restricted Subsidiaries during such period in respect of purchased software or internally developed software and software enhancements that, in conformity with GAAP are or are required to be reflected as capitalized costs on the consolidated balance sheet of the Borrower.

"**Captive Insurance Subsidiary**" shall mean a Subsidiary of the Borrower established for the purpose of, and to be engaged solely in the business of, insuring the businesses or facilities owned or operated by the Borrower or any of its Subsidiaries or joint ventures or to insure related or unrelated businesses.

"**Case**" shall have the meaning provided in the recitals to this Agreement.

"**Cash Collateral**" shall have the meaning provided in Section 3.8(c).

"**Cash Collateralize**" shall have the meaning provided in Section 3.8(c).

"**Cash Management Agreement**" shall mean any agreement or arrangement to provide Cash Management Services.

"**Cash Management Bank**" shall mean any Person (other than the Borrower or any other Subsidiary of the Borrower) that is a party to a Cash Management Agreement and at the time it enters into a Cash Management Agreement or on the Closing Date, is a Lender, an Agent, a Joint Lead Arranger or an Affiliate of a Lender, an Agent or a Joint Lead Arranger.

"**Cash Management Obligations**" shall mean, with respect to any Person, the obligations of such Person under Cash Management Agreements.

"**Cash Management Services**" shall mean treasury, depository, overdraft, credit or debit card, purchase card, electronic funds transfer (including automated clearing house fund transfer services), merchant services (other than those constituting a line of credit) and other cash management services.

"Certificated Securities" shall have the meaning provided in Section 8.17.

"**CFC**" shall mean a Subsidiary of the Borrower that is a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"**CFC Holding Company**" shall mean a Subsidiary of the Borrower that has no material assets other than (i) the Stock (including, for this purpose, any debt or other instrument treated as equity for U.S. federal income tax purposes) in (x) one or more Foreign Subsidiaries that are CFCs or (y) one or more other CFC Holding Companies and (ii) cash and cash equivalents and other assets being held on a temporary basis incidental to the holding of assets described in clause (i) of this definition.

"**Change in Law**" shall mean (a) the adoption of any Applicable Law after the Closing Date, (b) any change in any Applicable Law or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any party with any guideline, request, directive or order issued or made after the Closing Date by any central bank or other governmental or quasi-governmental authority (whether or not having the force of law); provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the U.S. or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"**Change of Control**" shall mean and be deemed to have occurred if any Person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date), but excluding (x) any employee benefit plan of such Person and its subsidiaries and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, (y) any Permitted Holders, and (z) any one or more direct or indirect parent companies of the Borrower in which no Person or "group" (other than any persons described in the preceding clause (y)), directly or indirectly, holds beneficial ownership of Voting Stock representing more than 50.0% of the aggregate voting power represented by the issued and outstanding Voting Stock of such parent, shall have, directly or indirectly, acquired beneficial ownership of Voting Stock representing more than 50.0% of the aggregate voting power represented by the issued and outstanding Voting Stock of the Borrower. Notwithstanding the preceding or any provision of Rule 13d-3 or 13d-5 under the Exchange Act, (i) a Person or "group" shall not be deemed to beneficially own securities subject to an equity or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the transactions contemplated by such agreement, (ii) a Person or "group" will not be deemed to beneficially own the Voting Stock of another Person as a result of its ownership of Voting Stock or other securities of such other Person's Parent Entity (or related contractual rights) unless it owns more than 50.0% of the total voting power of the Voting Stock of such Parent Entity, (iii) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of the Borrower owned, directly or indirectly, by any Permitted Holders that are part of such group shall be treated as being beneficially owned by such Permitted Holders and shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred and (iv) the right to acquire Voting Stock (so long as such Person does not have the right to direct the voting of the Voting Stock subject to such right) or any veto power in

connection with the acquisition or disposition of Voting Stock will not cause a party to be a "beneficial owner". For the purpose of clauses (x), (y) and (z), at any time when a majority of the outstanding Voting Stock of the Borrower is directly or indirectly owned by a Parent Entity or, if applicable, a Parent Entity acts as the manager, managing member or general partner of the Borrower, references in this definition to "the Borrower" shall be deemed to refer to the ultimate Parent Entity that directly or indirectly owns such Voting Stock or acts as (or, if applicable, is a Parent Entity that directly or indirectly owns a majority of the outstanding Voting Stock of) such manager, managing member or general partner. Notwithstanding the foregoing, a Change of Control shall not occur as a result of the IPOCo Transactions, a Qualifying IPO and any transactions relating thereto, including, without limitation, (i) the contribution of the Stock of the Borrower to IPO Listco or (ii) any transaction in which the Borrower remains a Subsidiary of IPO Listco but one or more intermediate holding companies between the Borrower and IPO Listco are added, liquidated, merged or consolidated out of existence.

"**Claim**" shall have the meaning provided in the definition of "Environmental Claim".

"**Class**", when used in reference to any Loan or Borrowing, shall refer to whether such Loan or the Loans comprising such Borrowing, are Revolving Loans, Initial Term B Loans, Incremental Term B Loans of a given Series, Initial Term C Loans, Incremental Term C Loans of a given Series, Extended Term B Loans of a given Extension Series, Extended Revolving Loans of a given Extension Series, Extended Term C Loans of a given Extension Series, Refinancing Term B Loans of a given designated tranche, Refinancing Term C Loans of a given designated tranche, Refinancing Revolving Loans of a given designated tranche, Replacement Term B Loans or a given designated tranche or Replacement Term C Loans of a given designated tranche and, when used in reference to any Commitment, refers to whether such Commitment is a Revolving Commitment, an Extended Term B Commitment of a given Extension Series, an Incremental Term B Commitment of a given Series, an Initial Term C Commitment, an Incremental Term C Commitment of a given Series, an Incremental Revolving Commitment of a given Series, a Refinancing Term B Commitment of a given designated tranche, a Refinancing Term C Commitment of a given designated tranche, a Refinancing Revolving Commitment of a given designated tranche, a Replacement Term B Commitment of a given designated tranche or a Replacement Term C Commitment of a given designated tranche.

"**Closing Date**" shall mean May 17, 2023.

"**Closing Refinancing**" shall mean the repayment in full (or, if applicable, the termination, discharge or defeasance (or arrangements reasonably satisfactory to the Administrative Agent for the termination, discharge or defeasance)) of (A) the Superiority Secured Debtor-in-possession Credit Agreement, dated as of May 11, 2022, among the Borrower as debtor-in-possession under the Bankruptcy Code, Citibank, N.A., as administrative agent and as collateral trustee under the Credit Documents (as defined therein), and each lender and each issuing lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (B) the Superpriority Secured Debtor-in-Possession Letter of Credit Facility Agreement, dated as of May 11, 2022 among the Borrower as debtor-in-possession under the Bankruptcy Code, Citibank, N.A., as administrative agent and as collateral trustee under the

Credit Documents (as defined therein), and each lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (C) the Credit Agreement, entered into as of December 14, 2021, among Talen Energy Supply, LLC, a Delaware limited liability company, Talen Energy Marketing, LLC, a Pennsylvania limited liability company, Susquehanna Nuclear, LLC, a Delaware limited liability company, Alter Domus (US) LLC, as administrative agent under the Credit Documents (as defined therein) and each lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (D) the Term Loan Credit Agreement, entered into as of July 8, 2019, among Talen Energy Supply, LLC, a Delaware limited liability company, Wilmington Trust, National Association (as successor to JPMorgan Chase bank, N.A.), as administrative agent under the Credit Documents (as defined therein), and each lender from time to time party thereto (as amended, restated, supplemented or otherwise modified prior to the date hereof), (E) the Credit Agreement, entered into as of June 1, 2015, among Talen Energy Supply, LLC, a Delaware limited liability company, Citibank, N.A., as administrative agent and as collateral trustee under the Credit Documents (as defined therein), and each lender and each issuing lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (F) the Indenture, dated as of May 21, 2019 (as amended, restated, supplemented or otherwise modified), among the Company, the guarantors party thereto and The Bank of New York Mellon, as Trustee, governing the Company's 7.25% Senior Secured Notes due 2027, (G) the Indenture, dated as of July 8, 2019 (as amended, restated, supplemented or otherwise modified), among the Company, the guarantors party thereto and The Bank of New York Mellon, as Trustee governing the Company's 6.625% Senior Secured Notes due 2028, and (H) the Indenture, dated as of May 22, 2020 (as amended, restated, supplemented or otherwise modified), among Company, the guarantors party thereto and The Bank of New York Mellon, as Trustee governing the Company's 7.625% Senior Secured Notes due 2028.

"**CME Term SOFR Administrator**" shall mean CME Group Benchmark Administration Limited, as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time. Section references to the Code are to the Code as in effect on the Closing Date, and any subsequent provisions of the Code, amendatory thereof, supplemental thereto or substituted therefore.

"**Collateral**" shall mean all property pledged, mortgaged or purported to be pledged or mortgaged pursuant to the Security Documents (excluding, for the avoidance of doubt, all Excluded Collateral).

"**Collateral Agent**" shall mean Citibank, N.A., in its capacity as collateral agent for the Secured Bank Parties under this Agreement and the Security Documents, or any successor collateral agent appointed pursuant hereto.

"**Collateral Representative**" shall mean the Collateral Trustee.

"**Collateral Trust Agreement**" shall mean that certain Collateral Trust Agreement, dated as of the date hereof, by and among the Borrower, the Collateral Agent, the Collateral Trustee,

the Senior Notes Trustee and certain other First Lien Secured Parties from time to time party thereto.

"**Collateral Trustee**" shall mean Citibank, N.A., and any permitted successors and assigns.

"**Commitment Parties**" shall mean the "Commitment Parties" as defined in the Engagement and Commitment Letter.

"**Commitments**" shall mean, with respect to each Lender (to the extent applicable), such Lender's Revolving Commitment, Incremental Term B Commitment, Incremental Term C Commitment, Refinancing Term B Commitment, Refinancing Term C Commitment, Replacement Term B Commitment and/or Replacement Term C Commitment.

"**Commodity Exchange Act**" shall mean the Commodity Exchange Act (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"**Commodity Hedging Agreement**" shall mean any agreement, whether financial or physical, (including each transaction or confirmation entered into pursuant to any Master Agreement) providing for one or more swaps, caps, collars, puts, calls, floors, futures, options, spots, forwards, energy, capacity or generation agreements, agreements involving ancillary services or other attributes with an economic value, agreements involving auction revenue rights, tolling or sale agreements (including, without limitation, power purchase agreements and heat rate call options), fuel or other feedstock purchase, storage or sale agreements, energy management agreements, emissions or other environmental credit purchase or sales agreements, power transmission agreements, fuel or other feedstock transportation agreements, fuel or other feedstock storage agreements, netting agreements (including Netting Agreements), commercial or trading agreements, in each case with respect to, or involving, the purchase, processing, transmission, distribution, sale, exchange, lease, finance, or hedge of any Covered Commodity, price or price indices for any such Covered Commodity, or any other similar agreements (including, without limitation, derivative agreements or arrangements) entered into with respect to the sale or exchange of (or the option to purchase, sell or exchange) transmission, transportation, storage, distribution, processing, lease, or finance, or to manage fluctuations in the price or availability of any Covered Commodity or otherwise hedge or mitigate commercial risk or exposure in connection with any Covered Commodity, and any agreement (including any guarantee, credit sleeve, or similar arrangement) providing for credit support for the foregoing; and, in each case, whether bilateral, over-the-counter, on or through an exchange or other execution facility, on or through a system, platform or portal operated by an ISO or RTO, cleared through a clearing house, clearing organization or clearing agency, or otherwise.

"**Communications**" shall have the meaning provided in Section 13.17(a).

"**Compliance Period**" shall mean a four fiscal quarter period if on the last day of such four fiscal quarter period the sum of (i) the aggregate principal amount of all Revolving Loans then outstanding and the Revolving Letters of Credit Outstanding (excluding (x) the Stated Amount of up to $50,000,000 of undrawn Revolving Letters of Credit and (y) Cash

Collateralized or Backstopped Revolving Letters of Credit) exceeds 35% of the amount of the Total Revolving Commitment.

"**Confidential Information**" shall have the meaning provided in Section 13.16.

"**Confirmation Order**" shall have the meaning provided in the recitals to this Agreement.

"**Consolidated Adjusted EBITDA**" shall mean, for any period, Consolidated Net Income of the Borrower for such period, adjusted by: (A) adding thereto (in each case, to the extent deducted in determining Consolidated Net Income of the Borrower for such period (other than with respect to clauses (7), (11) and (17))), without duplication, the amount of:

(1) total interest expense (inclusive of amortization of premiums, deferred financing fees and other original issue discount and banking fees, charges and commissions (e.g., letter of credit fees and commitment fees, non-cash interest payments, the interest component of Capitalized Lease Obligations, net payments, if any, pursuant to interest rate protection agreements with respect to Indebtedness, the interest component of any pension or other post-employment benefit expense)) of the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such period;

(2) (x) provision for taxes based on income, profits or capital and such federal, foreign, state, local, withholding taxes and franchise, state single business unitary and similar taxes and excise taxes paid or accrued during such period (including, in each case, in respect of repatriated funds and any penalties and interest related to such taxes) for the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such period and (y) the dollar amount of production tax credits generated by or otherwise available to the Borrower and its Restricted Subsidiaries for such period;

(3) all depreciation and amortization expense of the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such period, including but not limited to amortization or impairment of intangibles (including, but not limited to goodwill), non-cash write offs of debt discounts and debt issuances, non-cash costs and commissions, non-cash discounts and other non-cash fees and charges with respect to Indebtedness and Hedging Agreements;

(4) extraordinary, unusual or non-recurring charges, or expenses or losses (including unusual or non-recurring expenses) of the Borrower and its Restricted Subsidiaries during such period including, without limitation, costs of and payments of legal settlements, fines, judgments or orders;

(5) the amount of all other non-cash charges, losses or expenses (including non-cash employee and officer equity compensation expense (including stock and stock options), and expenses related to employee retention plans, employee benefit or management compensation plans, or asset write-offs, write-ups or write-downs) of the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such

period (but excluding any additions to bad debt reserves or bad debt expense and any non-cash charge to the extent it represents amortization of a prepaid cash item that was paid in a prior period);

(6) cash restructuring costs, charges or reserves, including any restructuring costs and integration costs incurred in connection with the Transactions, any Permitted Reorganization Transaction, any Permitted Spin-Out Transaction, acquisitions permitted under this Agreement or Dispositions or other Specified Transactions and such costs related to the closure and/or consolidation of facilities or plants, retention charges, contract termination costs, recruiting, relocation, severance and signing bonuses and expenses, transaction fees and expenses (including professional and underwriting fees), and consulting fees and any one-time expenses relating to enhanced accounting function, costs incurred in connection with any non-recurring strategic initiatives, costs incurred in connection with acquisitions and non-recurring intellectual property development after the Closing Date, other business optimization expenses (including costs and expenses relating to business optimization programs and new systems design and implementation costs), Public Company Costs, costs related to the implementation of operational and reporting systems and technology initiatives, project start-up costs or any other costs incurred in connection with any of the foregoing;

(7) the amount of expected cost savings, operating expense reductions and synergies projected by the Borrower in good faith to be realizable in connection with specified actions (including, to the extent applicable, resulting from the Transactions), operating improvements, restructurings, cost saving initiatives and other similar initiatives (calculated on a Pro Forma Basis as though such cost savings, operating expense reductions, synergies, operating improvements, restructurings and cost savings initiatives had been realized on the first day of such period and as if such cost savings, operating expense reductions, synergies, operating improvements, restructurings, cost savings initiatives and other similar initiatives were realized during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; provided that (A) a duly completed Officer's Certificate of the Borrower shall be delivered to the Administrative Agent together with the Officer's Certificate required to be delivered pursuant to Section 9.1(c), certifying that such cost savings, operating expense reductions, synergies, operating improvements, restructurings, cost savings initiatives and other similar initiatives (x) are reasonably identifiable and factually supportable in the good faith judgment of the Borrower and (y) result from actions which have been taken or with respect to which substantial steps have been taken or are expected to be taken no later than 24 months following the consummation of the applicable transaction or initiative and (B) no cost savings, operating expense reductions or synergies shall be added pursuant to this clause (7) to the extent duplicative of any expenses or charges otherwise added to Consolidated Adjusted EBITDA, whether through a pro forma adjustment or otherwise, for such period; provided, further, that amounts added back pursuant to this clause (7) shall not, when taken together with any add-backs pursuant to clause (8) below, account for more than 25% of Consolidated

Adjusted EBITDA in any period (calculated before giving effect to any such add-backs and adjustments);

(8) costs, charges, accruals, reserves or expenses, including retention charges, contract termination costs, recruiting, relocation, severance and signing bonuses and expenses, transaction fees and expenses (including professional and underwriting fees), consulting fees, modifications to pension and post-retirement employee benefit plans and any one-time expenses relating to enhanced accounting function, costs incurred in connection with any non-recurring strategic initiatives, costs incurred in connection with acquisitions and non-recurring intellectual property development after the Closing Date, other business optimization expenses (including software development costs, transition costs and costs related to the closure or consolidation of facilities or plants and curtailments, costs related to entry into new markets, new systems design and implementation costs and project start-up costs) or any other costs incurred in connection with any of the foregoing; provided that amounts added back pursuant to this clause (8) shall not, when taken together with any add-backs pursuant to clause (7) above, account for more than 25% of Consolidated Adjusted EBITDA in any period (calculated before giving effect to any such add-backs and adjustments);

(9) other accruals, up-front fees, transaction costs, commissions, expenses, premiums or charges related to the Transactions, including fees, costs and expenses of any counsel, consultants or other advisors; any Equity Offering, permitted investment, acquisition, disposition, recapitalization or incurrence, repayment, amendment or modification of Indebtedness permitted by this Agreement (whether or not successful, and including costs and expenses of the Administrative Agent and Lenders that are reimbursed) and up-front or financing fees, transaction costs, commissions, expenses, premiums or charges related to the Transactions and any non-recurring merger or business acquisition transaction costs incurred during such period (in each case whether or not successful);

(10) expenses to the extent covered by contractual indemnification, insurance or refunding provisions in favor of the Borrower or any of its Restricted Subsidiaries and actually paid by such third parties, or, so long as Borrower has made a determination that a reasonable basis exists for payment and only to the extent that such amount is in fact paid within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so paid within such 365 days);

(11) to the extent covered by business interruption insurance and actually reimbursed or otherwise paid, expenses or losses relating to business interruption or any expenses or losses that are covered by indemnification or other reimbursement provisions in connection with any Investment, acquisition or any sale, conveyance, transfer or other disposition of assets, in each case, permitted under this Agreement, so long as the Borrower has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable

future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days);

(12) losses on sales or dispositions of assets outside the ordinary course of business (including, with-out limitation, asset retirement costs);

(13) effects of adjustments in the consolidated financial statements of the Borrower pursuant to GAAP (including, without limitation, in the inventory, property and equipment, goodwill, software, intangible assets, in-process research and development, deferred revenue and debt line items thereof) resulting from the application of recapitalization accounting or purchase accounting, as the case may be, in relation to the Transactions, any Permitted Reorganization Transaction, any Permitted Spin-Out Transaction or any acquisition permitted under this Agreement or the amortization or write-off of any amounts thereof;

(14) adjustments on upfront premiums received or paid by the Borrower and its Restricted Subsidiaries for financial options in periods other than the strike periods;

(15) losses (reduced by any gains) attributable to the movement of the mark-to-market valuation of obligations under hedging agreements or other derivative instruments pursuant to FASB Accounting Standards Codification No. 815 — Derivatives and Hedging;

(16) Expenses Relating to a Unit Outage (if positive); provided that the only Expenses Relating to a Unit Outage that may be included as Consolidated Adjusted EBITDA shall be, without duplication, (A) up to $115,000,000 per Fiscal Year of Expenses Relating to a Unit Outage incurred within the first 12 months of any planned or unplanned outage or Operations Failure of any Unit by reason of any action by any regulatory body or other Governmental Authority or to comply with any Applicable Law, (B) up to $70,000,000 per Fiscal Year of Expenses Relating to a Unit Outage incurred within the first 12 months of any planned outage of any Unit for purposes of expanding or upgrading such Unit and (C) solely for the purposes of calculating "Consolidated Adjusted EBITDA" for purposes of Section 10.9, all Expenses Relating to a Unit Outage incurred within the first 12 months of any unplanned outage or Operations Failure of any Unit; and

(17) the proceeds of any business interruption insurance (to the extent not included in Consolidated Net Income for such period) and, without duplication of such amounts, all EBITDA Lost as a Result of a Unit Outage and all EBITDA Lost as a Result of a Grid Outage less, in all such cases, the absolute value of Expenses Relating to a Unit Outage (if negative); provided that the amount calculated pursuant to this clause (17) shall not be less than zero;

and (B) subtracting therefrom (in each case, to the extent included in determining Consolidated Net Income of the Borrower for such period (other than with respect to clause (i))) the amount of (i) all cash payments or cash charges made (or incurred) by the Borrower or any of its Restricted

Subsidiaries for such period on account of any non-cash charges added back to Consolidated Adjusted EBITDA in a previous period, (ii) income and gain items corresponding to those referred to in clauses (A)(4), (A)(5) and (A)(12) above (other than the accrual of revenue in the ordinary course), (iii) gains related to pensions and other post-employment benefits and (iv) federal, state, local and foreign income tax credits (except as provided in clause (A)(2)(y) above);

provided that:

(A) to the extent included in Consolidated Net Income of the Borrower for such period, there shall be excluded in determining Consolidated Adjusted EBITDA (x) currency translation gains and losses related to currency re-measurements of Indebtedness or intercompany balances and (y) gains or losses on Hedging Agreements;

(B) to the extent included in Consolidated Net Income of the Borrower for such period, there shall be excluded in determining Consolidated Adjusted EBITDA for any period any adjustments resulting from the application of Statement of Financial Accounting Standards No. 133 and International Accounting Standard No. 39 and their respective related pronouncements and interpretations;

(C) there shall be included in determining Consolidated Adjusted EBITDA for any period, without duplication, (A) the Acquired EBITDA of any Person or business, or attributable to any property, assets, division or line of business acquired by the Borrower or any Restricted Subsidiary during such period (or any property, assets, division or line of business subject to a letter of intent or purchase agreement at such time) (but not the Acquired EBITDA of any related Person or business or any Acquired EBITDA attributable to any property, assets, division or line of business, in each case to the extent not so acquired) to the extent not subsequently sold, transferred, abandoned or otherwise disposed by the Borrower or such Restricted Subsidiary (each such Person, property, assets, division or line of business acquired and not subsequently so disposed of, an "***Acquired Entity or Business***") and the Acquired EBITDA of any Unrestricted Subsidiary or Excluded Project Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "***Converted Restricted Subsidiary***"), in each case based on the actual Acquired EBITDA of such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) and (B) an adjustment in respect of each Pro Forma Entity equal to the amount of the Pro Forma Adjustment with respect to such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition), in each case, other than with respect to calculations for purposes of determining Revolving Commitment Fee Rate, Applicable ABR Margin and Applicable SOFR Margin or relating to compliance with Section 10.9 to the extent such acquisition occurred after the end of such period);

(D) to the extent included in Consolidated Adjusted EBITDA, there shall be excluded in determining Consolidated Adjusted EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than an Unrestricted Subsidiary or Excluded Project Subsidiary) sold, transferred, abandoned or otherwise disposed of, closed or classified as discontinued operations by the Borrower or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold, transferred, abandoned or otherwise disposed of, or closed or so classified, a "***Disposed Entity or Business***"), and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "***Converted Unrestricted Subsidiary***") and any Restricted Subsidiary that is converted into an Excluded Project Subsidiary during such period (each, a "***Converted Excluded Project Subsidiary***"), in each case based on the actual Disposed EBITDA of such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition, closure, classification or conversion), in each case, other than with respect to calculations for purposes of determining Applicable ABR Margin and Applicable SOFR Margin or relating to compliance with Section 10.9 to the extent such sale, transfer, disposition, closure, classification or other conversion occurred after the end of such period.

Notwithstanding the above, the Consolidated Adjusted EBITDA of the Borrower for the fiscal quarter ended (in each case, subject to pro forma adjustments for transactions occurring after the Closing Date in accordance with Section 1.3(c)):

June 30, 2022 will be deemed to be:	$80,200,000
September 30, 2022 will be deemed to be:	$257,500,000
December 31, 2022 will be deemed to be:	$151,200,000
March 31, 2023 will be deemed to be:	$328,600,000

"**Consolidated First Lien Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) the sum, without duplication, of (i) Consolidated Secured Debt that is secured by a Lien on the Collateral that is *pari passu* with the Liens securing the Obligations and (ii) Consolidated Secured Debt of the type described in clause (ii) of the definition thereof, in each case as of such date of determination to (b) Consolidated Adjusted EBITDA for the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) have been delivered.

"**Consolidated Interest Expense**" shall mean, with respect to any Person for any period, the consolidated cash interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, the interest component of any

deferred payment obligations, the interest component of all payments associated with Capitalized Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments or receipts (if any) pursuant to interest rate Hedging Obligations, but not including amortization of original issue discount, deferred financing costs and other non-cash interest payments), net of cash interest income. For purposes of the foregoing, interest expense shall be determined after giving effect to any net payments made or received by the Borrower or any Restricted Subsidiary with respect to any interest rate hedging agreements.

"**Consolidated Net Income**" shall mean, with respect to any specified Person for any period, the aggregate of the Net Income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided that:

(1) for any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting, the amount of dividends or similar distributions (including pursuant to other intercompany payments but excluding cash distributions made concurrently with any Investment in such Person from the Borrower or a Restricted Subsidiary) paid in cash to the specified Person or a Restricted Subsidiary of the Person shall be included;

(2) solely for the purpose of determining the Applicable Amount, the Net Income of any Restricted Subsidiary that is not a Subsidiary Guarantor will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(3) the cumulative effect of a change in accounting principles will be excluded;

(4) any net after-tax non-recurring or unusual gains, losses (less all fees and expenses relating thereto) or other charges or revenue or expenses (including, without limitation, relating to severance, relocation and one-time compensation charges) shall be excluded;

(5) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights to officers, directors or employees shall be excluded, whether under FASB 123R or otherwise;

(6) any net after-tax income (loss) from disposed or discontinued operations and any net after-tax gains or losses on disposal of disposed or discontinued operations shall be excluded;

(7) any gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions shall be excluded;

(8) any impairment charge or asset write-off pursuant to Financial Accounting Statement No. 142 and No. 144 or any successor pronouncement shall be excluded;

(9) the effects of all adjustments (including the effects of such adjustments pushed down to the Borrower and its Restricted Subsidiaries) in the Borrower's consolidated financial statements pursuant to GAAP, net of taxes, resulting from the application of fresh start accounting principles as a result of the Case or the Debtors' consummation of the Plan shall be excluded; and

(10) restructuring-related or other similar charges, fees, costs, commissions and expenses or other charges incurred during such period in connection with this Agreement, the other Credit Documents, the Credit Facilities, the 2023 Notes, the Barclays Facility, the Case, any reorganization plan in connection with the Case, and any and all transactions contemplated by the foregoing, including the write-off of any receivables, the termination or settlement of executory contracts, professional and accounting costs fees and expenses, management incentive, employee retention or similar plans (in each case to the extent such plan is approved by the Bankruptcy Court to the extent required), litigation costs and settlements, asset write-downs, income and gains recorded in connection with the corporate reorganization of the Debtors shall, in each case, be excluded.

In addition, to the extent not already included in Consolidated Net Income of the Borrower and its Restricted Subsidiaries, Consolidated Net Income shall include (x) the amount of proceeds received from business interruption insurance in respect of expenses, charges or losses with respect to business interruption, (y) reimbursements of any expenses or charges that are actually received and covered by indemnification or other reimbursement provisions, in each case, to the extent such expenses, charges or losses were deducted in the calculation of Consolidated Net Income, and (z) the purchase accounting effects of adjustments (including the effects of such adjustments pushed down to the Borrower and its Restricted Subsidiaries) in component amounts required or permitted by GAAP (including in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue and debt line items thereof) and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and its Restricted Subsidiaries) as a result of any acquisition or other similar investment permitted under this Agreement, or the amortization or write-off of any amounts thereof.

"**Consolidated Secured Debt**" shall mean, as of any date of determination, Consolidated Total Debt at such date which either (i) is secured by a Lien on the Collateral (and other assets of the Borrower or any Restricted Subsidiary pledged to secure the Obligations pursuant to Section 10.2(cc)) or (ii) constitutes Capitalized Lease Obligations or purchase money Indebtedness of the Borrower or any Restricted Subsidiary that is secured by a Lien on any assets of Borrower or Restricted Subsidiary.

"**Consolidated Secured Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) Consolidated Secured Debt as of such date of determination to (b) Consolidated Adjusted EBITDA for the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) have been delivered.

"**Consolidated Total Assets**" shall mean, as of any date of determination, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption), after intercompany eliminations, on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries for the most recent Fiscal Year or fiscal quarter, as applicable, for which financial statements described in Section 9.1(a) or (b) have been delivered (or, if such date of determination is a date prior to the first date on which such consolidated balance sheet has been (or is required to have been) delivered pursuant to Section 9.1, on the pro forma financial statements delivered pursuant to Section 6.11 (and, in the case of any determination relating to any Specified Transaction, on a Pro Forma Basis including any property or assets being acquired in connection therewith)).

"**Consolidated Total Debt**" shall mean, as of any date of determination, (a) (x) (i) the aggregate outstanding principal amount of all Indebtedness of the types described in clause (a) (solely to the extent such Indebtedness matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the sole option of the Borrower or any Restricted Subsidiary, to a date more than one year from the date of its creation), clause (d) (but, in the case of clause (d), only to the extent of any unreimbursed drawings under any letter of credit which are not cash collateralized or backstopped) and clause (f) of the definition thereof, in each case actually owing by the Borrower and the Restricted Subsidiaries on such date and to the extent appearing on the balance sheet of the Borrower determined on a consolidated basis in accordance with GAAP and (ii) purchase money Indebtedness (and excluding, for the avoidance of doubt, Hedging Obligations and Cash Management Obligations) of the Borrower and its Restricted Subsidiaries and (y) Guarantee Obligations of the Borrower and its Restricted Subsidiaries for the benefit of any Person (other than of the Borrower or any Restricted Subsidiary) of the type described in clause (x) above minus (b) the aggregate amount of all Unrestricted Cash minus (c) amounts in the Term C Collateral Accounts, if any minus (d) cash and cash equivalents of the Borrower and its Restricted Subsidiaries that are restricted in favor of the Credit Facilities or the Barclays Facility whether or not held in a pledged account.

"**Consolidated Total Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) Consolidated Total Debt as of such date of determination to (b) Consolidated Adjusted EBITDA for the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) have been delivered.

"**Contingent Obligation**" shall mean indemnification Obligations and other similar contingent Obligations for which no claim has been made in writing (but excluding, for the avoidance of doubt, amounts available to be drawn under Letters of Credit).

"**Contractual Requirement**" shall have the meaning provided in Section 8.3.

"**Converted Excluded Project Subsidiary**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA".

"**Converted Restricted Subsidiary**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA".

"**Converted Unrestricted Subsidiary**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA".

"**Corrective Extension Amendment**" shall have the meaning provided in Section 2.15(c).

"**Corresponding Loan Amount**" shall have the meaning provided in Section 12.14(c).

"**Corresponding Tenor**" with respect to any Available Tenor shall mean, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"**Covered Commodity**" shall mean any energy, electricity, generation, capacity, power, heat rate, congestion, natural gas, natural gas liquids, nuclear fuel (including enrichment, conversion and fabrication rights), diesel fuel, fuel oil, other petroleum-based liquids, coal, lignite, feedstock, weather, emissions, carbon, renewable energy and other environmental credits, waste by-products, "cap and trade" related credits, or any other energy related commodity or service (including ancillary services, attributes with an economic value, and related risks (such as location basis)).

"**Credit Documents**" shall mean this Agreement, Amendment No. 1, the Guarantee, the Security Documents, the Collateral Trust Agreement, each Letter of Credit and any promissory notes issued by the Borrower hereunder, provided that, for the avoidance of doubt, Cash Management Agreements, Secured Cash Management Agreements, Hedging Agreements and Secured Hedging Agreements shall not be Credit Documents.

"**Credit Event**" shall mean and include the making (but not the conversion or continuation) of a Loan and the issuance of a Letter of Credit.

"**Credit Facility**" shall mean any category of Commitments and extensions of credit thereunder.

"**Credit Party**" shall mean each of the Borrower, each of the Subsidiary Guarantors and each other Restricted Subsidiary of the Borrower that is a guarantor under the Guarantee.

"**Creditors' Committee**" shall mean the "Creditors' Committee" as defined in the Plan.

"**Cure Amount**" shall have the meaning provided in Section 11.14(a).

"**Cure Period**" shall have the meaning provided in Section 11.14(a).

"**Cure Right**" shall have the meaning provided in Section 11.14(a).

"**Daily Simple SOFR**" shall mean, for any day (such day, a "**SOFR Rate Day**"), a rate per annum equal to SOFR for the day (such day, a "**SOFR Determination Date**") that is two (2) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"**Debt Incurrence Prepayment Event**" shall mean any issuance or incurrence by the Borrower or any of the Restricted Subsidiaries of any Indebtedness (other than as permitted to be issued or incurred under Section 10.1).

"**Debtors**" shall have the meaning provided in the recitals to this Agreement. "**Declined Proceeds**" shall have the meaning provided in Section 5.2(h).

"**Default**" shall mean any event, act or condition that, with notice or lapse of time or both, would constitute an Event of Default.

"**Default Rate**" shall have the meaning provided in Section 2.8(c).

"**Defaulting Lender**" shall mean any Lender with respect to which a Lender Default is in effect.

"**Deferred Net Cash Proceeds**" shall have the meaning provided such term in the definition of "Net Cash Proceeds".

"**Deferred Net Cash Proceeds Payment Date**" shall have the meaning provided such term in the definition of "Net Cash Proceeds".

"**Depositary Bank**" shall have the meaning provided in Section 3.9.

"**Designated Non-Cash Consideration**" shall mean the fair market value of non-cash consideration received by the Borrower or any Restricted Subsidiary in connection with a Disposition pursuant to Section 10.4(b) that is designated as Designated Non-Cash Consideration pursuant to a certificate of an Authorized Officer of the Borrower, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash within 180 days following the consummation of the applicable Disposition). A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with Section 10.4.

"**Disposed EBITDA**" shall mean, with respect to any Disposed Entity or Business, any Converted Unrestricted Subsidiary or any Converted Excluded Project Subsidiary for any period,

the amount for such period of Consolidated Adjusted EBITDA of such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary (determined as if references to the Borrower and the Restricted Subsidiaries in the definition of Consolidated Adjusted EBITDA were references to such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary, as applicable, and its respective Restricted Subsidiaries), all as determined on a consolidated basis for such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary, as the case may be.

"**Disposed Entity or Business**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA".

"**Disposition**" shall have the meaning provided in Section 10.4.

"**Disqualified Institutions**" shall mean (a) competitors of the Borrower or any of its Subsidiaries that are identified by the Borrower in writing to the Lead Arrangers on or prior to the Closing Date or to the Administrative Agent after the Closing Date, (b) certain banks, financial institutions, other institutional lenders and investors and other entities that are identified by the Borrower in writing to the Joint Lead Arrangers on or prior to April 20, 2023 party to the Engagement and Commitment Letter on such date or (iii) any affiliate of any person identified in clause (a) or (b) that is reasonably identifiable as such on the basis of such affiliate's name or otherwise identified in writing by the Borrower to the Administrative Agent from time to time (other than any bona fide debt fund affiliate); provided that no such identification after the date of a relevant assignment shall apply retroactively to disqualify any person that has previously, and properly, acquired (and continues to hold) an assignment or participation of an interest in any of the Credit Facilities with respect to amounts previously acquired and (c) any Defaulting Lender. The list of all Disqualified Institutions set forth in clauses (a) and (b) shall be made available to any Lender upon its written request.

"**Disqualified Stock**" shall mean, with respect to any Person, any Stock or Stock Equivalents of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely for Stock or Stock Equivalents that is not Disqualified Stock), other than as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of such change of control, asset sale or similar event shall be subject to the prior repayment in full of the Loans and all other Obligations (other than Hedging Obligations under Secured CA Hedging Agreements, Cash Management Obligations under Secured CA Cash Management Agreements or Contingent Obligations and the termination of the Commitments), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of such change of control, asset sale or similar event shall be subject to the prior repayment in full of the Loans and all other Obligations (other than Hedging Obligations under Secured CA Hedging Agreements, Cash Management Obligations under Secured CA Cash Management Agreements or Contingent Obligations and the termination of the Commitments),

in whole or in part, in each case prior to the date that is ninety-one (91) days after the Latest Maturity Date; provided that, if such Stock or Stock Equivalents are issued to any plan for the benefit of employees of the Borrower or any of its Subsidiaries or by any such plan to such employees, such Stock or Stock Equivalents shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower (or any direct or indirect parent company thereof) or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations; provided, further, that any Stock or Stock Equivalents held by any present or former employee, officer, director, manager or consultant, of the Borrower, any of its Subsidiaries or any of its direct or indirect parent companies or any other entity in which the Borrower or any Restricted Subsidiary has an Investment and is designated in good faith as an "affiliate" by the Board of Directors of the Borrower, in each case pursuant to any stockholders' agreement, management equity plan or stock incentive plan or any other management or employee benefit plan or agreement or otherwise in order to satisfy applicable statutory or regulatory obligations or as a result of the termination, death or disability of such employee, officer, director, manager or consultant shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower or any of its Subsidiaries.

"**Dividends**" or "**dividends**" shall have the meaning provided in Section 10.6.

"**Dollars**" and "**$**" shall mean dollars in lawful currency of the United States of America.

"**Domestic Subsidiary**" shall mean each Subsidiary of the Borrower that is organized under the laws of the United States or any state thereof, or the District of Columbia.

"**Drawing**" shall have the meaning provided in Section 3.4(b).

"**EBITDA Lost as a Result of a Grid Outage**" shall mean, to the extent that any transmission or distribution lines go out of service (in connection with weather related events or otherwise), (x) the revenue not actually earned by the Borrower and its Restricted Subsidiaries that would otherwise have been earned (based on the good faith determination of the Borrower) with respect to any Unit within the first 12 month period that such transmission or distribution lines were out of service had such transmission or distribution lines not been out of service during such period and (y) the amount of any penalties or bonuses that are paid by the Borrower and its Restricted Subsidiaries as a result of such outage.

"**EBITDA Lost as a Result of a Unit Outage**" shall mean, to the extent that any Unit (i) is out of service as a result of any unplanned outage or shut down (in connection with weather related events or otherwise) or (ii) is prevented from operating at normal capacity due to extraordinary weather or other unplanned and extraordinary conditions that cause the Unit not to be able to operate at normal capacity (such failure described in this clause (ii), an "**Operations Failure**"), (x) the revenue not actually earned by the Borrower and its Restricted Subsidiaries that would otherwise have been earned (based on the good faith determination of the Borrower) with respect to any such Unit during the first 12 month period of any such outage, shut down or Operations Failure had such Unit not been out of service or in Operations Failure during such period and (y) the amount of any penalties or bonuses that are paid by the Borrower and its Restricted Subsidiaries as a result of such outage or Operations Failure.

"**EEA Financial Institution**" shall mean (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**" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EEA Resolution Authority**" shall mean 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.

"**Employee Benefit Plan**" shall mean an employee benefit plan (as defined in Section 3(3) of ERISA), other than a Foreign Plan, that is maintained or contributed to by a Credit Party (or, with respect to an employee benefit plan subject to Title IV of ERISA, any ERISA Affiliate).

"**Engagement and Commitment Letter**" shall mean that certain amended and restated engagement and commitment letter, dated April 28, 2023, among the Borrower and the Commitment Parties.

"**Environmental CapEx**" shall mean Capital Expenditures and other costs deemed reasonably necessary by the Borrower or any Restricted Subsidiary, or otherwise undertaken voluntarily by the Borrower or any Restricted Subsidiary, to comply with, or in anticipation of having to comply with, applicable Environmental Laws, or Capital Expenditures otherwise undertaken voluntarily by the Borrower or any Restricted Subsidiary in connection with environmental matters.

"**Environmental CapEx Debt**" shall mean Indebtedness of the Borrower or its Restricted Subsidiaries incurred for the purpose of financing Environmental CapEx.

"**Environmental Claims**" shall mean any and all written actions, suits, proceedings, orders, decrees, demands, demand letters, claims, liens, notices of noncompliance, violation or potential responsibility or investigation (other than reports prepared by or on behalf of the Borrower or any other Subsidiary of the Borrower (a) in the ordinary course of such Person's business or (b) as required in connection with a financing transaction or an acquisition or disposition of Real Estate), in each case, materially relating to any applicable Environmental Law or any permit issued, or any approval given, under any applicable Environmental Law (hereinafter, "**Claims**"), including (i) any and all Claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief relating to the presence, release or threatened release into the environment of Hazardous Materials or arising from alleged injury or threat of injury to human health or safety (in each case, to the extent relating to human exposure to Hazardous Materials), or to the environment, including ambient

air, indoor air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands.

"**Environmental Law**" shall mean any applicable federal, state, foreign or local statute, law, rule, regulation, ordinance, code or rule of common law now (or, with respect to any post-Closing Date requirements of the Credit Documents, hereafter in effect), in each case as amended, and any legally binding judicial or administrative interpretation thereof, including any legally binding judicial or administrative order, consent decree or judgment, relating to the protection of the environment, including ambient air, indoor air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands, or to human health or safety (in each case, to the extent relating to human exposure to Hazardous Materials), or Hazardous Materials.

"**Equity Offering**" shall mean any public or private sale of common stock or Preferred Stock of the Borrower or any of its direct or indirect parent companies (excluding Disqualified Stock), other than: (a) public offerings with respect to the Borrower's or any direct or indirect parent company's common stock registered on Form S-8; (b) issuances to any Subsidiary of the Borrower or any such parent; and (c) any Cure Amount.

"**Equity Rights Offering**" shall have the meaning provided in the recitals to this Agreement.

"**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time. Section references to ERISA are to ERISA as in effect on the Closing Date and any subsequent provisions of ERISA amendatory thereof, supplemental thereto or substituted therefor.

"**ERISA Affiliate**" shall mean each person (as defined in Section 3(9) of ERISA) that together with the Borrower or any Restricted Subsidiary of the Borrower would be deemed to be a "single employer" within the meaning of Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"**ERISA Event**" shall mean (i) the failure of any Employee Benefit Plan to comply with any provisions of ERISA and/or the Code or with the terms of such Employee Benefit Plan; (ii) any Reportable Event; (iii) the existence with respect to any Employee Benefit Plan of a non-exempt Prohibited Transaction; (iv) any failure by any Benefit Plan to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Benefit Plan, whether or not waived; (v) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Benefit Plan; the occurrence of any event or condition which would reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Benefit Plan or the incurrence by any Credit Party or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Benefit Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Benefit Plan; (vii) the receipt by any Credit Party or any of its ERISA

Affiliates from the PBGC or a plan administrator of any written notice to terminate any Benefit Plan under Section 4042(a) of ERISA or to appoint a trustee to administer any Benefit Plan under Section 4042(b)(1) of ERISA; (viii) the incurrence by any Credit Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Benefit Plan (or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA) or Multiemployer Plan; or (ix) the receipt by any Credit Party or any of its ERISA Affiliates of any notice concerning the imposition on it of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, Insolvent, or terminated (within the meaning of Section 4041A of ERISA).

"**Erroneous Payment Return Deficiency**" shall have the meaning provided in Section 12.14(c).

"**Erroneous Payment**" shall have the meaning provided in Section 12.14(a).

"**EU Bail-In Legislation Schedule**" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" shall have the meaning provided in Section 11.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Rate**" shall mean on any day with respect to any currency, the rate at which such currency may be exchanged into any other currency, as set forth at approximately 11:00 a.m. (London time) on such day on the Reuters World Currency Page for such currency. In the event that such rate does not appear on any Reuters World Currency Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower, or, in the absence of such agreement, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 10:00 a.m., local time, on such date for the purchase of the relevant currency for delivery two Business Days later.

"**Excluded Affiliates**" shall mean members of any Joint Lead Arranger or any of its affiliates that are engaged as principals primarily in private equity, mezzanine financing or venture capital or are known by the Joint Lead Arrangers to be engaged in advising creditors receiving distributions in connection with the Plan or any other Person involved in the negotiation of the Plan (other than the Borrower any direct or indirect parent of the Borrower and its Subsidiaries), including through the provision of advisory services other than a limited number of senior employees who are required, in accordance with industry regulations or such Joint Lead Arranger's internal policies and procedures to act in a supervisory capacity and the Joint Lead Arrangers' internal legal, compliance, risk management, credit or investment committee members.

"**Excluded Collateral**" shall mean (a) Excluded Stock and Stock Equivalents and (b) Excluded Property.

"**Excluded Information**" shall have the meaning provided in Section 13.6.

"**Excluded Project Subsidiary**" shall mean (a) any Non-Recourse Subsidiary of the Borrower that is formed or acquired after the Closing Date; provided that at such time (or promptly thereafter) the Borrower designates such Subsidiary an "Excluded Project Subsidiary" in a written notice to the Administrative Agent, (b) any Restricted Subsidiary subsequently designated as an "Excluded Project Subsidiary" by the Borrower in a written notice to the Administrative Agent and (c) each Restricted Subsidiary of an Excluded Project Subsidiary; provided that in the case of clauses (a) and (b), (x) such designation shall be deemed to be an Investment (or reduction in an outstanding Investment, in the case of a designation of an Excluded Project Subsidiary as a Restricted Subsidiary, to the extent not resulting in an increase to the Applicable Amount) on the date of such designation in an amount equal to the net book value of the investment therein and such designation shall be permitted only to the extent permitted under Section 10.5 on the date of such designation, (y) no Event of Default exists or would result from such designation after giving Pro Forma Effect thereto and (z) in the case of (b), the Restricted Subsidiary to be so designated as an Excluded Project Subsidiary, does not (directly or indirectly through its Subsidiaries) at such time own any Stock of, or own or hold any Lien on any property of, the Borrower or any of its Restricted Subsidiaries. No Restricted Subsidiary may be designated as an Excluded Project Subsidiary if, after such designation, it would be a "Restricted Subsidiary" for the purpose of (or otherwise subject to the covenants governing) any Material Indebtedness for borrowed money that is secured on a pari passu basis with the Credit Facilities. The Borrower may, by written notice to the Administrative Agent, re-designate any Excluded Project Subsidiary as a Restricted Subsidiary, and thereafter, such Subsidiary shall no longer constitute an Excluded Project Subsidiary, but only if (x) to the extent such Subsidiary has outstanding Indebtedness on the date of such designation, immediately after giving effect to such designation, the Borrower shall be in compliance, on a Pro Forma Basis, after giving effect to the incurrence of such Indebtedness, with the covenant set forth in Section 10.9 (to the extent such covenant is then required to be tested) and (y) no Event of Default exists or would result from such re-designation. If, at any time, any Excluded Project Subsidiary remains a Restricted Subsidiary of the Borrower, but fails to meet the requirements set forth in the definition of "Non-Recourse Subsidiary", it will thereafter cease to be an Excluded Project Subsidiary for the purposes of this Agreement and, unless it is, or has been, designated as an Unrestricted Subsidiary at or prior to the time of such failure, such Subsidiary shall be deemed to be a Restricted Subsidiary for all purposes of this Agreement and the other Credit Documents and any then outstanding Indebtedness of such Subsidiary that would otherwise only have been permitted to have been incurred by an Excluded Project Subsidiary will be deemed to be incurred by a Restricted Subsidiary that is not an Excluded Project Subsidiary as of such date.

"**Excluded Property**" shall mean (i) a security interest or Lien pursuant to this Agreement or any other Credit Document in the applicable Credit Party's right, title or interest in any property that could result in material adverse accounting or regulatory consequences, as reasonably determined by the Borrower in consultation with the Administrative Agent, (ii) any

vehicles, airplanes and other assets subject to certificates of title; (iii) letter-of-credit rights (other than supporting obligations); (iv) any property subject to a Permitted Lien securing a purchase money agreement, Capital Lease or similar arrangement permitted under this Agreement to the extent, and for so long as, the creation of a security interest therein is prohibited thereby (or otherwise requires consent, provided that there shall be no obligation to seek such consent) or creates a right of termination or favor of a third party, in each case, excluding the proceeds and receivables thereof to the extent not otherwise constituting Excluded Property; (v) (x) all leasehold interests in real property (including, for the avoidance of doubt, any requirement to obtain any landlord or other third party waivers, estoppels, consents or collateral access letters in respect of such leasehold interests) and (y) any parcel of Real Estate and the improvements thereto owned in fee by a Credit Party with a fair market value of less than $20,000,000 (determined by the Borrower in good faith as of the Closing Date (or, if later, at the time of acquisition or contribution thereof)) (but not any Collateral located thereon) or any parcel of Real Estate and the improvements thereto owned in fee by a Credit Party outside the United States; (vi) any "intent to use" trademark application filed and accepted in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office to the extent, if any, that, and solely during the period, if any, in which the grant of security interest therein could impair the validity or enforceability of such "intent to use" trademark application under federal law; (vii) any charter, permit, franchise, authorization, lease, license or agreement, in each case, only to the extent and for so long as the grant of a security interest therein (or the assets subject thereto) by the applicable Credit Party (w) would result in the creation of a security interest thereunder or create a right of termination in favor of any party thereto, (x) would violate, or would invalidate, such charter, permit, franchise, authorization, lease, license, or agreement or (y) would give any party (other than a Credit Party) to any such charter, permit, franchise, authorization, lease, license or agreement the right to terminate its obligations thereunder or (z) is permitted under such charter, permit, franchise, lease, license or agreement only with consent of the parties thereto (other than consent of a Credit Party) and such necessary consents to such grant of a security interest have not been obtained (it being understood and agreed that no Credit Party or Restricted Subsidiary has any obligation to obtain such consents) other than, in each case referred to in clauses (x) and (y) and (z), as would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction, in each case excluding the proceeds and receivables thereof which are not otherwise Securitization Assets; (viii) any Commercial Tort Claim (as defined in the Security Agreement) for which no claim has been made or with a value of less than $25,000,000 for which a claim has been made; (ix) any Excluded Stock and Stock Equivalents; (x) assets of Unrestricted Subsidiaries, Excluded Project Subsidiaries, Immaterial Subsidiaries (other than, in the case of Immaterial Subsidiaries, to the extent a perfected security interest therein can be obtained by filing a UCC-1 financing statement), Captive Insurance Subsidiaries and special purposes entities, including any Receivables Entity or any Securitization Subsidiary; (xi) any assets with respect to which, the Borrower and the Administrative Agent reasonably determine, the cost or other consequences of granting a security interest or obtaining title insurance in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom; (xii) any assets with respect to which granting a security interest in such assets in favor of the Secured Parties under the Security Documents

could reasonably be expected to result in a material adverse tax or regulatory consequence as reasonably determined by the Borrower in consultation with the Administrative Agent; any margin stock; (xiv) Receivables Facility Assets in connection with a Permitted Receivables Financing or Securitization Assets in connection with a Qualified Securitization Financing; (xv) amounts payable to any Credit Party that such Credit Party is collecting on behalf of Persons that are not Credit Parties; (xvi) any assets with respect to which granting a security interest in such assets is prohibited by or would violate law, treaty, rule, or regulation (including regulations adopted by FERC and/or the Nuclear Regulatory Commission) or determination of an arbitrator or a court or other Governmental Authority or which would require obtaining the consent, approval, license or authorization of any Governmental Authority (unless such consent, approval, license or authorization has been received; provided that there shall be no obligation to obtain such consent) or create a right of termination in favor of any governmental or regulatory third party, in each case after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction or other Applicable Law, excluding the proceeds and receivables thereof (to the extent not otherwise constituting Excluded Collateral); (xvii) cash and cash equivalents that are pledged or otherwise transferred in support of Hedging Obligations in respect of a transaction permitted hereunder; (xviii) sales tax, payroll or other trust accounts holding funds solely for the benefit of third parties that are not Credit Parties; (xix) any assets, including any stock or equity interests in another entity, owned by a non-U.S. Subsidiary that is a CFC or CFC Holdings Company and (xx) sales tax, payroll or other trust accounts holding funds solely for the benefit of third parties that are not Credit Parties.

"**Excluded Stock and Stock Equivalents**" shall mean (i) any Stock or Stock Equivalents with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower, the burden or cost of pledging such Stock or Stock Equivalents in favor of the Collateral Representative under the Security Documents shall be excessive in view of the benefits to be obtained by the Lenders therefrom, solely in the case of any pledge of Voting Stock of any Foreign Subsidiary that is a CFC or any CFC Holding Company, in each case, owned directly by a Credit Party, any Voting Stock in excess of 65% of each outstanding class of Voting Stock of such Foreign Subsidiary that is a CFC or any CFC Holding Company, (iii) any Stock or Stock Equivalents to the extent the pledge thereof would violate any applicable Requirement of Law or, any Contractual Requirement (including any legally effective requirement to obtain the consent or approval of, or a license from, any Governmental Authority or any other regulatory third party unless such consent, approval or license has been obtained (it being understood that the foregoing shall not be deemed to obligate the Borrower or any Subsidiary of the Borrower to obtain any such consent, approval or license)), (iv) any Stock or Stock Equivalents of each Subsidiary to the extent that a pledge thereof to secure the Obligations is prohibited by any applicable Organizational Document of such Subsidiary or requires third party consent (other than the consent of a Credit Party), unless consent has been obtained to consummate such pledge (it being understood that the foregoing shall not be deemed to obligate the Borrower or any Subsidiary to obtain any such consent), (v) Stock or Stock Equivalents of any non-Wholly Owned Subsidiary, (vi) any Stock or Stock Equivalents of any Subsidiary to the extent that the pledge of such Stock or Stock Equivalents could reasonably be expected to result in material adverse tax, regulatory or accounting consequences to the Borrower or any Subsidiary as reasonably determined by the Borrower in consultation with the Administrative Agent, (vii) any

Stock or Stock Equivalents that are margin stock, (viii) any Stock and Stock Equivalents owned by a CFC or a CFC Holding Company, (ix) any Stock and Stock Equivalents of any Unrestricted Subsidiary, any Excluded Project Subsidiary, any Immaterial Subsidiary (other than, in the case of Immaterial Subsidiaries, to the extent a perfected security interest therein can be obtained by filing a UCC-1 financing statement), any Captive Insurance Subsidiary, any Broker-Dealer Subsidiary, any not-for-profit Subsidiary and any special purpose entity (including any Receivables Entity and any Securitization Subsidiary) and (x) nominee or qualifying shares (but solely to the extent the issuance with respect to which is required pursuant to Applicable Law); provided that Excluded Stock and Stock Equivalents shall not include proceeds of the foregoing property to the extent otherwise constituting Collateral.

"**Excluded Subsidiary**" shall mean (a) each Domestic Subsidiary listed on Schedule 1.1(d) hereto and each future Domestic Subsidiary, in each case, for so long as any such Subsidiary does not constitute a Material Subsidiary as of the most recently ended fiscal quarter or Fiscal Year, as applicable, for which financial statements described in Section 9.1(a) or (b) have been delivered, (b) subject to the proviso to clause (b) of Section 12.13, each Domestic Subsidiary that is not a Wholly Owned Subsidiary or otherwise constitutes a joint venture (for so long as such Subsidiary remains a non-Wholly Owned Restricted Subsidiary or joint venture), (c) any CFC or CFC Holding Company, (d) each Domestic Subsidiary that is (i) prohibited by any applicable (x) Contractual Requirement, (y) Applicable Law (including without limitation as a result of applicable financial assistance, directors' duties or corporate benefit requirements) or (z) Organizational Document (in the case of clauses (x) and (z), in effect on the Closing Date or any date of acquisition of such Subsidiary (to the extent such prohibition was not entered into in contemplation of the Guarantee)) from guaranteeing or granting Liens to secure the Obligations at the time such Subsidiary becomes a Restricted Subsidiary (and for so long as such restriction or any replacement or renewal thereof is in effect), or (ii) required to obtain consent, approval, license or authorization of a Governmental Authority for such guarantee or grant (unless such consent, approval, license or authorization has already been received); provided that there shall be no obligation to obtain such consent, (e) each Domestic Subsidiary of a Foreign Subsidiary that is a CFC or CFC Holding Company, (f) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower, the cost or other consequences (including any adverse tax, regulatory or accounting consequences) of guaranteeing the Obligations shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom, (g) each Unrestricted Subsidiary, (h) any Foreign Subsidiary, (i) any special purpose "bankruptcy remote" entity, including any Receivables Entity and any Securitization Subsidiary, (j) any Subsidiary to the extent that the guarantee of the Obligations by such Subsidiary could reasonably be expected to result in a material adverse tax or regulatory consequences to the Borrower or any of its Subsidiaries (as determined by the Borrower in consultation with the Administrative Agent), (k) any Captive Insurance Subsidiary, (l) any non-profit Subsidiary, (m) any Broker-Dealer Subsidiary, or (n) any Excluded Project Subsidiary.

"**Excluded Swap Obligation**" shall mean, with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that, all or a portion of the Guarantee 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 to constitute an "eligible contract participant," as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving pro forma effect to any applicable keepwell, support, or other agreement for the benefit of such Guarantor and any and all applicable guarantees of such Guarantor's Swap Obligations by other Credit Parties) at the time the guarantee of such Guarantor or the grant of such security interest becomes or would become effective with respect to such Swap Obligation or (b) any other Swap Obligation designated as an "Excluded Swap Obligation" of such Guarantor as specified in any agreement between the relevant Credit Parties and any counterparty to a Hedging Agreement applicable to such Swap Obligations. 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 the Swap for which such guarantee or security interest is or becomes illegal.

"**Excluded Taxes**" shall mean, with respect to any recipient of any payment to be made by or on account of any obligation of any Credit Party under any Credit Document, such as any Agent or any Lender, (a) net income Taxes (however denominated) and franchise and branch profits Taxes, in each case, (i) imposed on such recipient by a jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or (ii) that are Other Connection Taxes, (b) in the case of a Lender, any U.S. federal withholding Tax that is imposed on amounts payable to such Lender under the law in effect at the time such Lender becomes a party to this Agreement (or designates a new lending office other than a new lending office designated at the request of the Borrower); provided that this subclause (b) shall not apply to the extent that (x) the indemnity payments or additional amounts such Lender would be entitled to receive (without regard to this subclause (c)) do not exceed the indemnity payment or additional amounts that the person making the assignment, participation or transfer to such Lender (or designation of a new lending office by such Lender) would have been entitled to receive pursuant to Section 5.4 in the absence of such assignment or (y) any such Tax is imposed on such Lender in connection with an interest in any Loan or other obligation that such Lender acquired pursuant to Section 13.7 (it being understood and agreed, for the avoidance of doubt, that any withholding Tax imposed on a Lender solely as a result of a Change in Law occurring after the time such Lender became a party to this Agreement (or designates a new lending office) shall not be an Excluded Tax under this subclause (b)), (c) any Tax to the extent attributable to such recipient's failure to comply with Sections 5.4(d), 5.4(e) and 5.4(i) in the case of any Non-U.S. Lender or Section 5.4(h) in the case of a U.S. Lender and (d) any Taxes imposed by FATCA.

"**Existing Class**" shall mean Existing Term B Classes, Existing Term C Classes and Existing Revolving Classes.

"**Existing Letters of Credit**" shall mean the Letters of Credit listed on Schedule 1.1(b).

"**Existing Revolving Class**" shall have the meaning provided in Section 2.15(a)(ii).

"**Existing Revolving Loans**" shall have the meaning provided in Section 2.15(a)(ii).

"**Existing Revolving Commitments**" shall have the meaning provided in Section 2.15(a)(ii).

"**Existing Term B Class**" shall have the meaning provided in Section 2.15(a)(i).

"**Existing Term C Class**" shall have the meaning provided in Section 2.15(a)(iii).

"**Expenses Relating to a Unit Outage**" shall mean an amount (which may be negative) equal to any expenses or other charges as a result of any (i) outage or shut-down (in connection with weather related events or otherwise) or (ii) Operations Failure of any Unit, including any expenses or charges relating to (a) restarting any such Unit so that it may be placed back in service after such outage, shut-down or Operations Failure, (b) purchases of power, natural gas or heat rate to meet commitments to sell, or offset a short position in, power, natural gas or heat rate that would otherwise have been met or offset from production generated by such Unit during the period of such outage, shut-down or Operations Failure, (c) starting up, operating, maintaining and shutting down any other Unit that would not otherwise have been operating absent such outage, shut-down or Operations Failure, including the fuel and other operating expenses, incurred to start-up, operate, maintain and shut-down such Unit and that are required during the period of time that such Unit suffering an outage, shut-down or Operations Failure is out of service or in Operations Failure in order to meet the commitments of such Unit suffering an outage, shut down or Operations Failure to sell, or offset a short position in, power, natural gas or heat rate and (d) penalties that are paid by the Borrower and its Restricted Subsidiaries as a result of such outage, shut-down or Operations Failure less (y) any expenses or charges not in fact incurred (including fuel and other operating expenses) that would have been incurred absent such outage, shut-down or Operations Failure.

"**Extended Revolving Commitments**" shall have the meaning provided in Section 2.15(a)(ii).

"**Extended Revolving Loans**" shall have the meaning provided in Section 2.15(a)(ii).

"**Extended Term B Loans**" shall have the meaning provided in Section 2.15(a)(i).

"**Extended Term B Repayment Amount**" shall have the meaning provided in Section 2.5(c).

"**Extended Term C Loans**" shall have the meaning provided in Section 2.15(b)(iii).

"**Extending Lender**" shall have the meaning provided in Section 2.15(a)(iv).

"**Extension Amendment**" shall have the meaning provided in Section 2.15(a)(v).

"**Extension Date**" shall have the meaning provided in Section 2.15(a)(vi).

"**Extension Election**" shall have the meaning provided in Section 2.15(a)(iv).

"**Extension Minimum Condition**" shall mean a condition to consummating any Extension Series that a minimum amount (to be determined and specified in the relevant Extension Request, in the Borrower's sole discretion) of any or all applicable Classes be submitted for extension.

"**Extension Request**" shall mean Term B Extension Requests, Term C Extension Requests and Revolving Extension Requests.

"**Extension Series**" shall mean all Extended Term B Loans, Extended Term C Loans, and Extended Revolving Commitments that are established pursuant to the same Extension Amendment (or any subsequent Extension Amendment to the extent such Extension Amendment expressly provides that the Extended Term B Loans, Extended Term C Loans, or Extended Revolving Commitments, as applicable, provided for therein are intended to be a part of any previously established Extension Series) and that provide for the same interest margins, extension fees and amortization schedule.

"**FATCA**" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury regulations promulgated thereunder or official administrative interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreement (or related laws, rules or official administrative guidance) implementing the foregoing.

"**Federal Funds Effective Rate**" shall mean, for any day, the weighted average of the *per annum* rates on overnight federal funds transactions with members of the U.S. Federal Reserve System arranged by federal funds brokers on such day, as published on the next succeeding Business Day by the NYFRB; provided that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1.00%) charged to the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

"**Fees**" shall mean all amounts payable pursuant to, or referred to in, Section 4.1.

"**FERC**" shall mean the U.S. Federal Energy Regulatory Commission or any successor agency thereto.

"**First Lien Intercreditor Agreement**" shall mean an Intercreditor Agreement among the representative of such holders of First Lien Obligations, the Collateral Representative, the Credit Parties and any First Lien Secured Parties from time to time party thereto, at any time after the Closing Date, in a form that is reasonably satisfactory in form and substance to the Borrower and the Collateral Agent.

"**First Lien Obligations**" shall mean, collectively, (i) the Obligations, (ii) the Indebtedness and related obligations with respect to the 2023 Notes and the Barclays Facility and (iii) the Indebtedness and related obligations which are permitted hereunder to be secured by Liens on the Collateral that rank *pari passu* (but without regard to the control of remedies) with the Liens securing the Obligations; provided that such Indebtedness and related obligations have been added to the Collateral Trust Agreement in accordance with its terms.

"**First Lien Secured Parties**" shall mean, collectively, (i) the Secured Bank Parties and (ii) each other First Lien Secured Party (as defined in the Collateral Trust Agreement).

"**Fiscal Year**" shall have the meaning provided in Section 9.10.

"**Fitch**" shall mean Fitch Ratings Ltd. and any successor to its rating agency business.

"**Fixed Amounts**" shall have the meaning provided in Section 1.15.

"**Flood Laws**" shall mean collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Reform Act of 2004 as now or hereafter in effect or any successor statute thereto, and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"**Floor**" shall mean (x) with respect to the Revolving Credit Facility, (i) for determining the Adjusted Term SOFR Rate, 0.00% or (ii) for determining the ABR, 1.00% and (y) with respect to the Term B Facility and the Term C Facility, (i) for determining the Adjusted Term SOFR Rate, 0.50% or (ii) for determining the ABR, 1.50%.

"**Foreign Asset Sale**" shall have the meaning provided in Section 5.2(i).

"**Foreign Plan**" shall mean any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by the Borrower or any of its Subsidiaries with respect to employees employed outside the United States.

"**Foreign Recovery Event**" shall have the meaning provided in Section 5.2(i).

"**Foreign Subsidiary**" shall mean each Subsidiary of the Borrower that is not a Domestic Subsidiary.

"**FPA**" shall mean the Federal Power Act, as amended to the date hereof and from time to time hereafter.

"**Fronting Fee**" shall have the meaning provided in Section 4.1(d).

"**Fund**" shall mean any Person (other than a natural person) 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 of business.

"**GAAP**" shall mean generally accepted accounting principles in the United States of America, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

"**Governmental Authority**" shall mean any nation, sovereign or government, any state, province, territory or other political subdivision thereof, and any entity or authority exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government or any governmental or non-governmental authority regulating the generation and/or transmission of energy, including PJM, a central bank, stock exchange or any other ISO or RTO.

"**Granting Lender**" shall have the meaning provided in Section 13.6(g).

"**Guarantee**" shall mean the Guarantee made by each Guarantor in favor of the Administrative Agent for the benefit of the Secured Bank Parties, substantially in the form of Exhibit B.

"**Guarantee Obligations**" shall mean, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness of any other Person (the "**primary obligor**") in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent, (a) to purchase any such Indebtedness or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such Indebtedness or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such Indebtedness of the ability of the primary obligor to make payment of such Indebtedness or (d) otherwise to assure or hold harmless the owner of such Indebtedness against loss in respect thereof; provided, however, that the term "**Guarantee Obligations**" shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee Obligation is made 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.

"**Guarantors**" shall mean (a) each Domestic Subsidiary (other than an Excluded Subsidiary) on the Closing Date and (b) each Domestic Subsidiary that becomes a party to the Guarantee on or after the Closing Date pursuant to Section 9.11 or otherwise.

"**Hazardous Materials**" shall mean (a) any petroleum or petroleum products spilled or released into the environment, radioactive materials, friable asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", "toxic pollutants", "contaminants", or "pollutants", or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, for which a release into the environment is prohibited, limited or regulated by any Environmental Law.

"**Hedge Bank**" shall mean any Person (other than the Borrower or any other Subsidiary of the Borrower) that is a party to a Hedging Agreement and at the time it enters into a Hedging Agreement or on the Closing Date, is a Lender, an Agent, a Joint Lead Arranger or an Affiliate of a Lender, an Agent or a Joint Lead Arranger.

"**Hedging Agreements**" shall mean (a) any transaction (whether financial or physical) (including an agreement with respect to any such transaction) (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (whether financial or physical) (including any option with respect to any of these transactions), (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made or (iii) any other similar transactions or any combination of any of the foregoing (whether financial or physical) (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, annexes, supplements, definitional sets, and other documents, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement and (c) any Commodity Hedging Agreement; and, in the case of clauses (a), (b) and (c), whether bilateral, over-the-counter, financial or physical, on or through an exchange or other execution facility, on or through a system, platform or portal operated by an ISO or RTO, cleared through a clearing house, clearing organization or clearing agency, or otherwise.

"**Hedging Obligations**" shall mean, with respect to any Person, the obligations of such Person under Hedging Agreements.

"**Historical Financials**" shall mean (i) the audited consolidated balance sheet and the related audited consolidated statements of income, cash flows and shareholders' equity of the Borrower and its Subsidiaries as of and for the Fiscal Years ended December 31, 2021 and December 31, 2022 and (ii) the unaudited consolidated balance sheet and the related consolidated statements of income and cash flows of the Borrower and its Subsidiaries as of and for each subsequent fiscal quarter (other than the fourth fiscal quarter of the Borrower's Fiscal Year) ended at least 50 days before the Closing Date.

"**Immaterial Subsidiary**" shall mean each Subsidiary of the Borrower that is not a Material Subsidiary.

"**Increased Amount Date**" shall have the meaning provided in Section 2.14(a).

"**Incremental Amendment**" shall mean an agreement substantially in the form of Exhibit L.

"**Incremental Commitments**" shall have the meaning provided in Section 2.14(a).

"**Incremental Facilities**" shall mean the facilities represented by the Incremental Commitments and the related Incremental Loans.

"**Incremental Loans**" shall have the meaning provided in Section 2.14(c).

"**Incremental Revolving Commitments**" shall have the meaning provided in Section 2.14(a).

"**Incremental Revolving Lenders**" shall have the meaning provided in Section 2.14(b).

"**Incremental Revolving Loan**" shall have the meaning provided in Section 2.14(b).

"**Incremental Term B Commitment**" shall have the meaning provided in Section 2.14(a).

"**Incremental Term B Lender**" shall have the meaning provided in Section 2.14(c).

"**Incremental Term B Loan**" shall have the meaning provided in Section 2.14(c).

"**Incremental Term B Maturity Date**" shall mean, with respect to any tranche of Incremental Term B Loans made pursuant to Section 2.14, the final maturity date thereof.

"**Incremental Term B Repayment Amount**" shall have the meaning provided in Section 2.14(c).

"**Incremental Term C Commitments**" shall have the meaning provided in Section 2.14(a).

"**Incremental Term C Facility**" shall mean each tranche of Incremental Term C Loans made pursuant to Section 2.14.

"**Incremental Term C Lender**" shall have the meaning provided in Section 2.14(c).

"**Incremental Term C Loan**" shall have the meaning provided in Section 2.14(c).

"**Incremental Term C Maturity Date**" shall mean, with respect to any tranche of Incremental Term C Loans made pursuant to Section 2.14, the final maturity date thereof.

"**Incurrence-Based Amounts**" shall have the meaning provided in Section 1.15.

"**Indebtedness**" of any Person shall mean (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (c) the deferred purchase price of assets or services that in accordance with GAAP would be included as a liability on the balance sheet of such Person, (d) the available balance of all letters of credit issued for the account of such Person and, without duplication, all drafts drawn thereunder, (e) all Indebtedness of any other Person secured by any Lien on any property owned by such Person, whether or not such Indebtedness has been assumed by such Person, (f) the principal component of all Capitalized Lease Obligations of such Person, (g) the Swap Termination Value of Hedging Obligations of such Person, (h) without duplication, all Guarantee Obligations of such Person, (i) Disqualified Stock of such Person and (j) Receivables Indebtedness of such Person; provided that Indebtedness shall not include (i) trade and other ordinary course payables and accrued expenses arising in the ordinary course of business, (ii) deferred or prepaid revenue, (iii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller, (iv) amounts payable by and between the Borrower and any of its Subsidiaries in connection with retail clawback or other regulatory transition issues, (v) any Indebtedness defeased by such Person or by any Subsidiary of such Person, (vi) contingent obligations incurred in the ordinary course of business, (vii) [reserved], (viii) Performance Guaranties, and (ix) earnouts until earned, due and payable and not paid for a period of thirty (30) days (solely to the extent reflected as a liability on the balance sheet of such Person). The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid principal amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

For all purposes hereof, the Indebtedness of the Borrower and the Restricted Subsidiaries shall (i) exclude all intercompany Indebtedness among the Borrower and its Subsidiaries having a term not exceeding 365 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business, and (ii) obligations constituting Non-Recourse Debt shall only constitute "Indebtedness" for purposes of Section 10.1, Section 10.2 and Section 10.10 and not for any other purpose hereunder.

"**Indemnified Liabilities**" shall have the meaning provided in Section 13.5.

"**Indemnified Taxes**" shall mean all Taxes imposed on or with respect to any payment made by or on account of any obligation of the Borrower or any Guarantor (including Other Taxes) other than (i) Excluded Taxes and (ii) any interest, penalties or expenses caused by the applicable Agent's or Lender's gross negligence or willful misconduct.

"**Independent Financial Advisor**" shall mean an accounting firm, appraisal firm, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is disinterested with respect to the applicable transaction.

"**Initial Credit Facilities**" shall mean the Initial Term B Loans, the Initial Term C Loans and the Initial Revolving Loans (and the related Revolving Credit Exposure with respect to the Revolving Commitments).

"**Initial Revolving Loans**" shall have the meaning provided in Section 2.1(c).

"Initial Term B Commitment" shall mean the commitment of a Lender to make or otherwise fund an Initial Term B Loan, and "Initial Term B Commitments" shall mean such commitments of all of such Lenders in the aggregate. The amount of each Lender's Initial Term B Commitment, if any, is set forth on Schedule 1.1(a) or in the applicable Assignment and Acceptance, subject to any adjustment or reduction pursuant to the terms and conditions hereof. The aggregate amount of the Initial Term B Commitments as of the Closing Date is $580,000,000.

"**Initial Term B Loan**" shall ~~have the meaning provided in Section 2.1(a).~~mean, collectively, (i) the Term B Loans made to the Borrower on the Closing Date pursuant to Section 2.1(a) and (ii) the 2023-1 Incremental Term B Loans made to the Borrower on the Amendment No. 1 Effective Date pursuant to Amendment No. 1.

"**Initial Term B Repayment Amount**" shall have the meaning provided in Section 2.5(b).

"Initial Term C Commitment" shall mean the commitment of a Lender to make or otherwise fund an Initial Term C Loan, and "Initial Term C Commitments" shall mean such commitments of all of such Lenders in the aggregate. The amount of each Lender's Initial Term C Commitment, if any, is set forth on Schedule 1.1(a) or in the applicable Assignment and Acceptance, subject to any adjustment or reduction pursuant to the terms and conditions hereof. The aggregate amount of the Initial Term C Commitments as of the Closing Date is $470,000,000.

"**Initial Term C Loan**" shall have the meaning provided in Section 2.1(b).

"**Insolvent**" shall mean, with respect to any Multiemployer Plan, the condition that such Multiemployer Plan is insolvent within the meaning of Section 4245 of ERISA.

"**Intercompany Subordinated Note**" shall mean the Intercompany Note, dated as of the Closing Date, executed by the Borrower and each Restricted Subsidiary of the Borrower party thereto.

"**Interest Period**" shall mean, with respect to any Term B Loan, Term C Loan, Revolving Loan or Extended Revolving Loan, the interest period applicable thereto, as determined pursuant to Section 2.9.

"**Investment**" shall mean, for any Person: (a) the acquisition (whether for cash, property, services or securities or otherwise) of Stock, Stock Equivalents, bonds, notes, debentures, partnership, limited liability company membership or other ownership interests or other securities of any other Person (including any "short sale" or any sale of any securities at a time when such securities are not owned by the Person entering into such sale); (b) the making of any deposit with, or advance, loan or other extension of credit to, any other Person (including the purchase of property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such other Person) (including any partnership or joint venture); (c) the entering into of any Guarantee Obligation with respect to Indebtedness; or (d) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person; provided that, in the event that any Investment is made by the Borrower or any Restricted Subsidiary in any Person through substantially concurrent interim transfers of any amount through one or more other Restricted Subsidiaries, then such other substantially concurrent interim transfers shall be disregarded for purposes of Section 10.5. The amount of any Investment outstanding at any time shall be the original cost of such Investment reduced (except in the case of (x) Investments made using the Applicable Amount pursuant to Section 10.05(v)(y) and (y) Returns which increase the Applicable Amount pursuant to clauses (a)(iii), (iv), (v) and (vii) of the definition thereof) by any Returns of the Borrower or a Restricted Subsidiary in respect of such Investment (*provided* that, with respect to amounts received other than in the form of cash or Permitted Investments, such amount shall be equal to the fair market value of such consideration).

"**IPO Listco**" shall mean a wholly owned Subsidiary of the Borrower or any Parent Entity of the Borrower formed in contemplation of any Qualifying IPO.

"**IPO Reorganization Transaction**" shall mean transactions taken in connection with and reasonably related to consummating a Qualifying IPO, so long as, after giving effect thereto, the security interest of the Collateral Representative, for the benefit of the Lenders, in the Collateral, taken as a whole, is not materially impaired.

"**IPOCo Transactions**" shall mean the transactions in connection with the formation and capitalization of IPO Listco prior to and in connection with and reasonably related to a Qualifying IPO, including, without limitation, (1) the legal formation of IPO Listco and one or more Subsidiaries of the Permitted Holders to own interests therein, (2) the contribution, directly or indirectly, of the Stock of the Borrower and other Subsidiaries of the Borrower to IPO Listco, or the other acquisition by IPO Listco thereof, (3) the conversion of the outstanding Stock in the Borrower into a new class of Stock in the Borrower, (4) the distribution by the Borrower to the

Permitted Holders of any proceeds from the 2023 Notes and cash generated from operations, (5) the issuance of Stock of IPO Listco or the Borrower to the public and the use of proceeds therefrom to pay transaction expenses, distribute funds as a reimbursement for capital expenditures, and other purposes approved by a Permitted Holder, (6) the execution, delivery and performance of customary documentation (and amendments to existing documentation) governing the relations between and among the Borrower, IPO Listco, the Permitted Holders and their respective Subsidiaries and (7) any other transactions and documentation reasonably related to the foregoing or necessary or appropriate in the view of the Permitted Holders or the board of directors of the Borrower or any direct or indirect Parent Entity in connection with a Qualifying IPO.

"**ISO**" shall mean "independent system operator," as further defined by FERC policies, orders and regulations.

"**ISP**" shall mean, with respect to any Letter of Credit, the "International Standby Practices 1998" published in the International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the time of issuance).

"**Issuer Documents**" shall mean with respect to any Letter of Credit, the Letter of Credit Request, and any other document, agreement and instrument entered into by a L/C Issuer and the Borrower or any of its Subsidiaries or in favor of a L/C Issuer and relating to such Letter of Credit.

"**Joint Lead Arrangers**" shall mean (x) Citibank N.A., BMO Capital Markets Corp., Deutsche Bank Securities Inc., Goldman Sachs Bank USA, RBC Capital Markets, LLC, MUFG Bank, Ltd., Credit Suisse Loan Funding LLC ~~and~~, Morgan Stanley Senior Funding, Inc. and Barclays Bank PLC, as joint lead arrangers and joint bookrunners for the Lenders under this Agreement and the other Credit Documents with respect to the Initial Credit Facilities made available on the Closing Date and (y) the Amendment No. 1 Lead Arrangers (as defined in Amendment No. 1).

"**Junior Indebtedness**" shall have the meaning provided in Section 10.7(a).

"**Junior Lien Intercreditor Agreement**" shall mean an Intercreditor Agreement among the representative of such holders of Indebtedness junior to the Obligations, the Collateral Agent, the Collateral Trustee (if applicable), the Borrower and any First Lien Secured Parties from time to time party thereto, whether on the Closing Date or at any time thereafter, substantially in the form of Exhibit M or in a form that is reasonably satisfactory in form and substance to the Borrower and the Collateral Agent.

"**L/C Issuer**" shall mean, with respect to any Term Letter of Credit, each Term L/C Issuer, and with respect to any Revolving Letter of Credit, any Revolving L/C Issuer.

"**L/C Obligations**" shall mean the Revolving L/C Obligations and the Term L/C Obligations.

"**Latest Maturity Date**" shall mean, at any date of determination, the latest Maturity Date applicable to any Class of Loans or Commitments hereunder as of such date of determination.

"**Latest Term Maturity Date**" shall mean, at any date of determination, the Latest Maturity Date applicable to any Term B Loan or Term C Loan hereunder as of such date of determination, including the latest maturity date of any Replacement Term B Loan, any Replacement Term C Loan, any Refinancing Term B Loan, any Refinancing Term C Loan, any Extended Term B Loan or any Extended Term C Loan, in each case as extended in accordance with this Agreement from time to time.

"**LCT Election**" shall have the meaning provided in Section 1.11. "**LCT Test Date**" shall have the meaning provided in Section 1.11.

"**Lender**" shall have the meaning provided in the preamble to this Agreement.

"**Lender Default**" shall mean (a) the refusal or failure (which has not been cured) of a Lender to (i) make available its portion of any Borrowing or to fund its portion of any Unpaid Drawing under Section 3.4 that it is required to make hereunder, unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied or (ii) pay any other amount required to be paid by it hereunder, (b) a Lender having notified the Administrative Agent and/or the Borrower that it does not intend to comply with its funding obligations under this Agreement or has made a public statement to that effect with respect to its funding obligations under this Agreement, unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (c) a Lender has failed to confirm (within one Business Day after a request for such confirmation is received by such Lender) in a manner reasonably satisfactory to the Administrative Agent, the Borrower and, in the case of a Revolving Lender, each Revolving L/C Issuer that it will comply with its funding obligations under this Agreement (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent, such Revolving L/C Issuer or the Borrower), (d) a Lender being deemed insolvent or becoming the subject of a bankruptcy or insolvency proceeding or has admitted in writing that it is insolvent; *provided* that a Lender Default shall not be deemed to have occurred solely by virtue of the ownership or acquisition of any Stock in the applicable Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide the applicable Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit the applicable Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with the applicable Lender, or (e) a Lender that has, or has a direct or indirect parent company that has, (i) had appointed for it a receiver, custodian, conservator, trustee,

administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such capacity or (ii) become the subject of a Bail-In Action.

"**Lender Presentation**" shall mean the Lender Presentation dated April 20, 2023, relating to the Credit Facilities and the Transactions.

"**Letter of Credit**" shall mean a Term Letter of Credit or a Revolving Letter of Credit, as applicable.

"**Letter of Credit Issuer**" shall mean, with respect to any Term Letter of Credit, each Term Letter of Credit Issuer, and with respect to any Revolving Letter of Credit, any Revolving Letter of Credit Issuer.

"**Letter of Credit Request**" shall have the meaning provided in Section 3.2(a).

"**Lien**" shall mean any mortgage, pledge, security interest, hypothecation, collateral assignment, lien (statutory or other) or similar encumbrance (including any conditional sale or other title retention agreement or any lease or license in the nature thereof); provided that in no event shall an operating lease be deemed to be a Lien.

"**Limited Condition Transaction**" shall mean (i) any Permitted Acquisition or other permitted acquisition or Investment, merger or other similar transaction that the Borrower or one or more of its Restricted Subsidiaries is contractually committed to consummate and whose consummation is not conditioned on the availability of, or on obtaining, third party financing and (ii) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment.

"**LMBE-MC Facility"** shall mean the Credit and Guaranty Agreement, dated as of December 3, 2018, entered into by and among MC Project Company LLC, a Delaware limited liability company, LMBE Project Company LLC, a Delaware limited liability company, LMBE-MC Holdco I LLC, a Delaware limited liability company, LMBE-MC Holdco II LLC, a Delaware limited liability company, the lenders from time to time party thereto, MUFG Union Bank, N.A., as the initial issuing bank, and MUFG Bank, Ltd., as administrative agent for the lender parties (as amended, restated, supplemented or otherwise modified).

"**Loan**" shall mean any Revolving Loan, Term B Loan or Term C Loan made by any Lender hereunder.

"**Management Investors**" shall mean the officers, directors, employees and other members of the management of any parent of the Borrower, the Borrower or any of the Borrower's respective Subsidiaries, or family members or relatives of any thereof

(provided that, solely for purposes of the definition of "Permitted Holders", such relatives shall include only those Persons who are or become Management Investors in connection with estate planning for or inheritance from other Management Investors, as determined in good faith by the Borrower), or trusts, partnerships or limited liability companies for the benefit of any of the foregoing, or any of their heirs, executors, successors and legal representatives, who at any date beneficially own or have the right to acquire, directly or indirectly, Stock of the Borrower or any parent of the Borrower.

"**Master Agreement**" shall have the meaning provided in the definition of "Hedging Agreement".

"**Material Adverse Effect**" shall mean any circumstances or conditions affecting the business, assets, operations, properties or financial condition of the Borrower and its Subsidiaries, taken as a whole (excluding any matters publicly disclosed prior to the Closing Date (i) in connection with the Case and the events and conditions related and/or leading up to the Case and the effects thereof or (ii) in any annual, quarterly or periodic report of the Borrower publicly filed prior to the Closing Date (which for the avoidance of doubt, includes the annual financials of the Borrower for the fiscal year ended December 31, 2022)), that would, in the aggregate, materially adversely affect (a) the ability of the Borrower and its Restricted Subsidiaries, taken as a whole, to perform their payment obligations under this Agreement or any of the other Credit Documents (taken as a whole) or (b) the material rights or remedies (taken as a whole) of the Administrative Agent, the Collateral Representative and the Lenders under the Credit Documents.

"**Material Indebtedness**" shall mean any Indebtedness (other than the Obligations) of the Borrower or any Restricted Subsidiary in an outstanding principal amount exceeding the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period at any time.

"**Material Intellectual Property**" shall mean any Intellectual Property that is, in the good faith determination of the Borrower, material to the operation of the business of the Borrower and its Restricted Subsidiaries, taken as a whole.

"**Material Subsidiary**" shall mean, at any date of determination, each Restricted Subsidiary of the Borrower (a) whose total assets (when combined with the assets of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) at the last day of the most recent Test Period for which Section 9.1 Financials have been delivered were equal to or greater than 5.0% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date or (b) whose total revenues (when combined with the revenues of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) during such Test Period were equal to or greater than 5.0% of the consolidated revenues of the Borrower and the Restricted Subsidiaries for such period, in each case determined in accordance with GAAP; provided that if, at any time and from time to time after the

Closing Date, Restricted Subsidiaries that are not Material Subsidiaries have, in the aggregate, (x) total assets (when combined with the assets of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) at the last day of such Test Period equal to or greater than 10.0% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date or (y) total revenues (when combined with the revenues of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) during such Test Period equal to or greater than 10.0% of the consolidated revenues of the Borrower and the Restricted Subsidiaries for such period, in each case determined in accordance with GAAP, then the Borrower shall, on the date on which the Officer's Certificate delivered pursuant to Section 9.1(c) of this Agreement, designate in writing to the Administrative Agent one or more of such Restricted Subsidiaries as "Material Subsidiaries" so that such condition no longer exists. It is agreed and understood that no Receivables Entity or no Securitization Subsidiary shall be a Material Subsidiary.

"**Maturity Date**" shall mean the Term B Maturity Date, the Term C Maturity Date, the Revolving Credit Maturity Date, any Incremental Term B Maturity Date, any Incremental Term C Maturity Date, any maturity date related to any Extension Series of Extended Term B Loans, any maturity date related to any Extension Series of Extended Term C Loans and any maturity date related to any Extension Series of Extended Revolving Commitments, any maturity date related to any Refinancing Term B Loan, any maturity date related to any Refinancing Term C Loan, any maturity date related to any Refinancing Revolving Loan, any maturity date related to any Replacement Term B Loan, or any maturity date related to any Replacement Term L/ C Loan, as applicable.

"**Maximum Incremental Facilities Amount**" shall mean, at any date after the Closing Date, the sum of (1) the greater of (x) $440,000,000 and (y) solely on or after the financial statements required under Section 9.1(a) for fiscal year ending December 31, 2024, an amount equal to 75% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis), *plus* (2) all voluntary prepayments of the Term B Loans, Term C Loans, Incremental Term B Loans, Permitted Other Debt, other Indebtedness that ranks *pari passu* with the Obligations and Incremental Term C Loans and permanent commitment reductions of the Revolving Commitment on or prior to the incurrence or establishment of the applicable Incremental Facility (in each case except to the extent (i) funded with proceeds of long term refinancing Indebtedness (other than revolving loans) or (ii) the prepaid Indebtedness was originally incurred under clause (3) below) *plus* (3) an unlimited amount so long as, in the case of this clause (3) only, such amount at such time could be incurred without causing (x) in the case of Indebtedness secured by Liens on the Collateral that rank *pari passu* with the Liens securing the Term B Loans, Term C Loans and Revolving Loans, the Consolidated First Lien Net Leverage Ratio (calculated on a Pro Forma Basis) to exceed (i) at any time prior to the Q2 2024 Financials Date, 2.00:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.50:1.00, (y) in the case of Indebtedness secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Credit Facilities, the Consolidated Secured Net Leverage Ratio (calculated on a Pro

Forma Basis) to exceed (i) at any time prior to the Q2 2024 Financials Date, 2.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.00:1.00, and (z) in the case of unsecured Indebtedness or Indebtedness secured only by Liens on assets that do not constitute Collateral, the Consolidated Total Net Leverage Ratio (calculated on a Pro Forma Basis) to exceed (i) at any time prior to the Q2 2024 Financials Date, 3.25:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.75:1.00, in each case, after giving effect to any acquisition consummated in connection therewith and all other appropriate *pro forma* adjustments (including giving effect to the prepayment of Indebtedness in connection therewith), and assuming for purposes of this calculation that (i) the full committed amount of any New Revolving Commitments then being incurred shall be treated as outstanding for such purpose and (ii) cash proceeds of any such Incremental Facility or Permitted Other Debt then being incurred shall not be netted from Consolidated Total Debt Indebtedness for purposes of calculating such Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio or Consolidated Total Net Leverage Ratio, as applicable; provided, however, that if amounts incurred under this clause (3) are incurred concurrently with the incurrence of Incremental Facilities in reliance on clause (1) and/or clause (2) above or under any other fixed dollar basket set forth in this Agreement (other than the Revolving Credit Facility), the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or the Consolidated Total Net Leverage Ratio shall be determined for purposes of clause (3) above without giving effect to such amounts incurred in reliance on clause (1) and/or clause (2) or such fixed dollar basket solely for the purpose of determining whether such concurrently incurred amounts incurred under this clause (3) are permissible) (it being understood that (A) if the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or the Consolidated Total Net Leverage Ratio, as applicable, incurrence test is met, then, at the election of the Borrower, any Incremental Facility or Permitted Other Debt may be incurred under clause (3) above regardless of whether there is capacity under clause (1) and/or clause (2) above or such fixed dollar basket and (B) any portion of any Incremental Facility or Permitted Other Debt incurred in reliance on clause (1) and/or clause (2) or such fixed dollar basket may be reclassified, as the Borrower may elect from time to time, as incurred under clause (3) if the Borrower meets the applicable leverage under clause (3) at such time on a Pro Forma Basis).

"**Maximum Tender Condition**" shall have the meaning provided in Section 2.17(b).

"**Minimum Borrowing Amount**" shall mean (a) with respect to a Borrowing of Term SOFR Loans, $5,000,000 (or, if less, the entire remaining Commitments of any applicable Credit Facility at the time of such Borrowing) and (b) with respect to a Borrowing of ABR Loans, $1,000,000 (or, if less, the entire remaining Commitments of any applicable Credit Facility at the time of such Borrowing).

"**Minimum Liquidity**" shall mean, on any date, the sum of (i) the amount of Unrestricted Cash of the Borrower and its Subsidiaries as of such date, (ii) the unused

availability under the Revolving Credit Facility as of such date and (iii) the amount on deposit in the Term C Collateral Account(s) in excess of the sum of (x) the Stated Amount of all Term Letters of Credit outstanding as of such date and

(y) all Term Letter of Credit Reimbursement Obligations as of such date.

"**Minimum Tender Condition**" shall have the meaning provided in Section 2.17(b).

"**Minority Investment**" shall mean any Person (other than a Subsidiary) in which the Borrower or any Restricted Subsidiary owns Stock or Stock Equivalents, including any joint venture (regardless of form of legal entity).

"**MNPI**" shall mean, with respect to any Person, information and documentation that is (a) of a type that would not be publicly available (and could not be derived from publicly available information) if such Person and its Subsidiaries were public reporting companies and (b) material with respect to such Person, its Subsidiaries or the respective securities of such Person and its Subsidiaries for purposes of U.S. federal and state securities laws, in each case, assuming such laws were applicable to such Person and its Subsidiaries.

"**Moody's**" shall mean Moody's Investors Service, Inc. or any successor to its rating agency business.

"**Mortgage**" shall mean a mortgage or a deed of trust, deed to secure debt, trust deed or other security document entered into by the owner of a Mortgaged Property and the Collateral Representative for the benefit of the Secured Parties in respect of that Mortgaged Property, in a form to be mutually agreed with the Administrative Agent.

"**Mortgaged Property**" shall mean all Real Estate (i) set forth on Schedule 1.1(c) and (ii) with respect to which a Mortgage is required to be granted pursuant to Section 9.14(b).

"Multiemployer Plan" shall mean a plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA (i) to which any Credit Party or any ERISA Affiliate is then making or has an obligation to make contributions or (ii) with respect to which any Credit Party or any ERISA Affiliate could reasonably be expected to incur liability pursuant to Title IV of ERISA.

"**Narrative Report**" shall mean, with respect to the financial statements for which such narrative report is required, a management's discussion and analysis of the financial condition and results of operations of the Borrower and its consolidated Restricted Subsidiaries for the applicable period to which such financial statements relate. For the avoidance of doubt, the Narrative Report to be delivered with respect to such applicable period may be identical to Narrative Report (or its functional equivalent) delivered in connection with the 2023 Notes.

"**Necessary CapEx**" shall mean Capital Expenditures that are required by Applicable Law (other than Environmental Law) or otherwise undertaken voluntarily for health and safety reasons (other than as required by Environmental Law). The term "Necessary CapEx" does not include any Capital Expenditure undertaken primarily to increase the efficiency of, expand or re-power any power generation facility.

"**Necessary CapEx Debt**" shall mean Indebtedness of the Borrower or its Restricted Subsidiaries incurred for the purpose of financing Necessary CapEx.

"**Net Cash Proceeds**" shall mean, with respect to any Prepayment Event, (a) the gross cash proceeds (including payments from time to time in respect of installment obligations, if applicable) received by or on behalf of the Borrower or any Restricted Subsidiary in respect of such Prepayment Event, as the case may be, less (b) the sum of:

(i) the amount, if any, of (A) all taxes (including in connection with any repatriation of funds) paid or estimated by the Borrower in good faith to be payable by the Borrower (or any direct or indirect parent thereof) or any Restricted Subsidiary and (B) all payments paid or estimated by the Borrower in good faith to be payable by the Borrower (or any direct or indirect parent thereof) or any Restricted Subsidiary pursuant to the Shared Services and Tax Agreements in connection with such Prepayment Event,

(ii) the amount of any reasonable reserve established in accordance with GAAP against any liabilities (other than any taxes deducted pursuant to clause (i) above) (x) associated with the assets that are the subject of such Prepayment Event and (y) retained by the Borrower or any Restricted Subsidiary (including any pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction); provided that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such Prepayment Event occurring on the date of such reduction,

(iii) the amount of any Indebtedness (other than Indebtedness hereunder and any other Indebtedness secured by a Lien that ranks *pari passu* with or is subordinated to the Liens securing the Obligations) secured by a Lien on the assets that are the subject of such Prepayment Event, to the extent that the instrument creating or evidencing such Indebtedness requires that such Indebtedness be repaid upon consummation of such Prepayment Event,

(iv) in the case of any Asset Sale Prepayment Event or Recovery Prepayment Event, the amount of any proceeds of such Prepayment Event that the Borrower or any Restricted Subsidiary has reinvested (or intends to reinvest within the Reinvestment Period, has entered into an Acceptable Reinvestment Commitment prior to the last day of the Reinvestment Period to reinvest or, with respect to any Recovery Prepayment Event, provided an Acceptable Reinvestment Commitment or a Restoration Certification prior to the last day of the Reinvestment Period) in the business of the Borrower or any Restricted Subsidiary (subject to Section 9.16), including for the repair, restoration or replacement

of an asset or assets subject to such Prepayment Event; provided that any portion of such proceeds that has not been so reinvested within such Reinvestment Period (with respect to such Prepayment Event, the "**Deferred Net Cash Proceeds**") shall, unless the Borrower or any Restricted Subsidiary has entered into an Acceptable Reinvestment Commitment or provided a Restoration Certification prior to the last day of such Reinvestment Period to reinvest such proceeds, (x) be deemed to be Net Cash Proceeds of such Prepayment Event occurring on the last day of such Reinvestment Period or, if later, 180 days after the date the Borrower or such Restricted Subsidiary has entered into such Acceptable Reinvestment Commitment or provided such Restoration Certification, as applicable (such last day or 180th day, as applicable, the "**Deferred Net Cash Proceeds Payment Date**"), and (y) be applied to the repayment of Term B Loans and Term C Loans in accordance with Section 5.2(a)(i),

(v) in the case of any Asset Sale Prepayment Event, any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition; provided that the amount of any subsequent reduction of such escrow (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such a Prepayment Event occurring on the date of such reduction solely to the extent that the Borrower and/or any Restricted Subsidiaries receives cash in an amount equal to the amount of such reduction,

(vi) in the case of any Asset Sale Prepayment Event or Recovery Prepayment Event by a non-Wholly Owned Restricted Subsidiary, the *pro rata* portion of the Net Cash Proceeds thereof (calculated without regard to this clause (vi)) attributable to minority interests and not available for distribution to or for the account of the Borrower or a Wholly Owned Restricted Subsidiary as a result thereof, and

(vii) reasonable and customary fees, commissions, expenses (including attorney's fees, investment banking fees, survey costs, title insurance premiums and recording charges, transfer taxes, deed or mortgage recording taxes and other customary expenses and brokerage, consultant and other customary fees), issuance costs, premiums, discounts and other costs paid by the Borrower or any Restricted Subsidiary, as applicable, in connection with such Prepayment Event, in each case only to the extent not already deducted in arriving at the amount referred to in clause (a) above.

"**Net Income**" shall mean, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends or accretion, excluding, however:

(a) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with: (i) any Disposition or (ii) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(b) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"**Netting Agreement**" shall mean a netting agreement, master netting agreement or other similar document having the same effect as a netting agreement or master netting agreement and, as applicable, any collateral annex, security agreement or other similar document related to any master netting agreement or Permitted Contract.

"**New Debt Incurrence Prepayment Event**" shall mean any issuance or incurrence by the Borrower or any of the Restricted Subsidiaries of any Indebtedness permitted to be issued or incurred under Section 10.1(y)(i), and any Refinancing Loans, any Replacement Term B Loans, any Replacement Term C Loans and any loans under any Replacement Facility.

"**New Refinancing Lender**" shall mean any Person (other than a natural Person) that is not an existing Lender and that has agreed to provide Refinancing Commitments pursuant to Section 2.15(b).

"**New Refinancing Revolving Commitments**" shall have the meaning provided Section 2.15(b).

"**New Refinancing Term B Commitment**" shall have the meaning provided in Section 2.15(b)(i).

"**New Refinancing Term C Commitments**" shall have the meaning provided in Section 2.15(b)(i).

"**New Revolving Loan**" shall have the meaning provided in Section 2.14(b).

"**New Revolving Commitments**" shall have the meaning provided in Section 2.14(a).

"**New Revolving Lender**" shall have the meaning provided in Section 2.14(b).

"**Non-Consenting Lender**" shall have the meaning provided in Section 13.7(b).

"**Non-Defaulting Lender**" shall mean and include each Lender other than a Defaulting Lender.

"**Non-Extension Notice Date**" shall have the meaning provided in Section 3.2(b).

"**Non-Recourse Debt**" shall mean any Indebtedness incurred by any Non-Recourse Subsidiary to finance the acquisition, improvement, installation, design, engineering, construction, development, completion, maintenance or operation of, or otherwise to pay costs and expenses relating to or provide financing for a project, which Indebtedness does not provide for recourse against the Borrower or any Restricted Subsidiary of the Borrower (excluding, for the avoidance of doubt, a Non-Recourse Subsidiary and such recourse as exists under a Performance Guaranty) or any property or asset of the Borrower or any Restricted Subsidiary of the Borrower (other than the Stock in, or the property or assets of, a Non-Recourse Subsidiary);

provided, however, that the following shall be deemed to be Non-Recourse Debt: (i) guarantees with respect to debt service reserves established with respect to a Non-Recourse Subsidiary to the extent that such guarantee shall result in the immediate payment of funds, pursuant to dividends or otherwise, in the amount of such guarantee; (ii) contingent obligations of the Borrower or any Restricted Subsidiary to make capital contributions to a Non-Recourse Subsidiary; (iii) any credit support or liability consisting of reimbursement obligations in respect of letters of credit issued hereunder to support obligations of a Non-Recourse Subsidiary, (iv) agreements of the Borrower or any Restricted Subsidiary to provide, or guarantees or other credit support (including letters of credit) by the Borrower or any Restricted Subsidiary of any agreement of another Restricted Subsidiary to provide, corporate, management, marketing, administrative, technical, energy management or marketing, engineering, procurement, construction, operation and/or maintenance services to such Non-Recourse Subsidiary, including in respect of the sale or acquisition of power, emissions, fuel, oil, gas or other supply of energy, (v) any agreements containing Hedging Obligations, and any power purchase or sale agreements, fuel purchase or sale agreements, emissions credit purchase or sales agreements, power transmission agreements, fuel transportation agreements, fuel storage agreements, commercial or trading agreements and any other similar agreements entered into between the Borrower or any Restricted Subsidiary with or otherwise involving any other Non-Recourse Subsidiary, including any guarantees or other credit support (including letters of credit) in connection therewith, (vi) any Investments in a Non-Recourse Subsidiary and, for the avoidance of doubt, pledges by the Borrower or any Restricted Subsidiary of the Equity Interests of any Non-Recourse Subsidiary that are directly owned by the Borrower or any Restricted Subsidiary in favor of the agent or lenders in respect of such Non-Recourse Subsidiary's Non-Recourse Debt and (vii) any Performance Guarantees, to the extent in the case of clauses (i) through (vii) otherwise permitted by this Agreement.

"**Non-Recourse Subsidiary**" shall mean (i) any Restricted Subsidiary of the Borrower whose principal purpose is to incur Non-Recourse Debt and/or construct, lease, own or operate the assets financed thereby, or to become a direct or indirect partner, member or other equity participant or owner in a Person created for such purpose, and substantially all the assets of which Subsidiary and such Person are limited to (x) those assets being financed (or to be financed), or the operation of which is being financed (or to be financed), in whole or in part by Non-Recourse Debt, or (y) Stock in, or Indebtedness or other obligations of, one or more other such Subsidiaries or Persons, or (z) Indebtedness or other obligations of the Borrower or its Subsidiaries or other Persons and (ii) any Restricted Subsidiary of a Non-Recourse Subsidiary.

"**Non-U.S. Lender**" shall mean any Agent or Lender that is not a U.S. Person.

"**Notice of Borrowing**" shall mean a request of the Borrower in accordance with the terms of Section 2.3 and substantially in the form of Exhibit A or such other form as shall be approved by the Administrative Agent (acting reasonably).

"**Notice of Conversion or Continuation**" shall have the meaning provided in Section 2.6(a).

"**NYFRB**" shall mean the Federal Reserve Bank of New York.

"**Obligations**" shall mean all advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party or Restricted Subsidiary arising under any Credit Document or otherwise with respect to any Loan or Letter of Credit or under any Secured CA Cash Management Agreement or Secured CA Hedging Agreement, in each case, entered into with the Borrower or any Restricted Subsidiary, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party of any proceeding under any bankruptcy or insolvency law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, in each case, other than (x) Excluded Swap Obligations, (y) Permitted Other Debt Obligations secured pursuant to the Security Documents and (z) First Lien Obligations (as defined in the Collateral Trust Agreement) other than Credit Agreement Obligations (as defined in the Collateral Trust Agreement). Without limiting the generality of the foregoing, the Obligations of the Credit Parties under the Credit Documents (and any of their Restricted Subsidiaries to the extent they have obligations under the Credit Documents) (i) include the obligation (including guarantee obligations) to pay principal, interest, charges, expenses, fees, attorney costs, indemnities and other amounts payable by any Credit Party under any Credit Document and (ii) exclude, notwithstanding any term or condition in this Agreement or any other Credit Documents, any Excluded Swap Obligations, Permitted Other Debt Obligations secured pursuant to the Security Documents and First Lien Obligations (as defined in the Collateral Trust Agreement) other than Credit Agreement Obligations (as defined in the Collateral Trust Agreement).

"**Officer's Certificate**" shall mean a certificate signed on behalf of the Borrower by an Authorized Officer of the Borrower.

"**Operations Failure**" shall have the meaning provided in the definition of "EBITDA Lost as a Result of a Unit Outage".

"**Organizational Documents**" shall mean, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and, if applicable, any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"**Other Connection Taxes**" shall mean with respect to any recipient of any payment to be made by or on account of any obligation of any Credit Party under any Credit Document, Taxes imposed as a result of any current or former connection between such recipient and the jurisdiction imposing such Tax (other than any such connection arising from such recipient having executed, delivered or performed its obligations or received a payment under, received or

perfected a security interest under, or having been a party to or having engaged in any other transaction pursuant to or enforced, this Agreement or any other Credit Document, or sold or assigned an interest in any Loan or Credit Document).

"**Other Taxes**" shall mean any and all present or future stamp, registration, court, documentary or any other excise, property or similar Taxes (including interest, fines, penalties, additions to such Taxes) arising from any payment made or required to be made under this Agreement or any other Credit Document or from the execution or delivery of, registration or enforcement of, from the receipt or perfection of a security interest under, consummation or administration of, or otherwise with respect to, this Agreement or any other Credit Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 13.7).

"**Overnight Rate**" shall mean, for any day, the greater of (a) the Federal Funds Effective Rate and (b) an overnight rate determined by the Administrative Agent, the Revolving L/C Issuer or the Term L/C Issuer, as the case may be, in accordance with banking industry rules on interbank compensation.

"**Parent Entity**" shall mean any Person that is a direct or indirect parent company (which may be organized as, among other things, a partnership) of the Borrower.

"**Participant Register**" shall have the meaning provided in Section 13.6(c)(iii).

"**Participant**" shall have the meaning provided in Section 13.6(c)(i).

"**Participating Receivables Grantor**" shall mean the Borrower or any Restricted Subsidiary that is or that becomes a participant or originator in a Permitted Receivables Financing.

"**Patriot Act**" shall have the meaning provided in Section 13.8.

"**Payment Default**" shall mean any event, act or condition that with notice or lapse of time, or both, would constitute an Event of Default under Section 11.1.

"**Payment Recipient**" shall have the meaning assigned to it in Section 12.14(a).

"**PBGC**" shall mean the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

"**Perfection Certificate**" shall mean a certificate of the Borrower substantially in the form of Exhibit D or any other form approved by the Administrative Agent.

"**Performance Guaranty**" shall mean any guaranty issued in connection with any Non-Recourse Debt that (i) if secured, is secured only by assets of, or Stock in, an Excluded Project Subsidiary, and (ii) guarantees to the provider of such Non-Recourse Debt or any other Person the (a) performance of the improvement, installation, design, engineering, construction, acquisition, development, completion, maintenance or operation of, or otherwise affects any such

act in respect of, all or any portion of the project that is financed by such Non-Recourse Debt, (b) completion of the minimum agreed equity contributions to the relevant Excluded Project Subsidiary, or (c) performance by an Excluded Project Subsidiary of obligations to Persons other than the provider of such Non-Recourse Debt.

"**Permitted Acquisition**" shall mean the acquisition, by merger or otherwise, by the Borrower or any Restricted Subsidiary of assets (including assets constituting a business unit, line of business or division) or Stock or Stock Equivalents, so long as (a) if such acquisition involves any Stock or Stock Equivalents, such acquisition shall result in the issuer of such Stock or Stock Equivalents and its Subsidiaries becoming a Restricted Subsidiary and, to the extent required by Section 9.11, a Subsidiary Guarantor, or designated as an Unrestricted Subsidiary pursuant to the terms hereof, (b) such acquisition shall result in the Collateral Representative, for the benefit of the applicable Secured Bank Parties, being granted a security interest in any Stock, Stock Equivalent or any assets so acquired, to the extent required by Sections 9.11, 9.12 and/or 9.14, and (c) after giving effect to such acquisition, the Borrower and the Restricted Subsidiaries shall be in compliance with Section 9.16.

"**Permitted Contract**" shall have the meaning provided in Section 10.2(bb).

"**Permitted Debt Exchange**" shall have the meaning provided in Section 2.17(a).

"**Permitted Debt Exchange Notes**" shall have the meaning provided in Section 2.17(a).

"**Permitted Debt Exchange Offer**" shall have the meaning provided in Section 2.17(a).

"**Permitted Holders**" shall mean (a) any of the Management Investors, (b) each participant holding at least 5% of the Stock of the Borrower (or a Parent Entity of the Borrower) as of the Closing Date after giving effect to the Equity Rights Offering (and their respective Affiliates and any funds, partnerships or other co-investment vehicles managed, advised or controlled by the foregoing or their respective Affiliates); provided that this clause (b) shall not include any investor that had a controlling equity interest in the Company as of May 9, 2022, (c) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such group and without giving effect to the existence of such group or any other group, the persons set forth in clauses (a) and (b), collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Borrower or any other direct or indirect Parent Entity, (d) any direct or indirect Parent Entity, for so long as more than 50% of the total voting power of the Voting Stock of such direct or indirect Parent Entity is beneficially owned, directly or indirectly, by one or more of the Persons described in the foregoing clauses (a) through (c), (e) any entity (other than a Parent Entity) through which a Parent Entity described in clause (d) directly or indirectly holds Stock of the Borrower and has no other material operations other than those incidental thereto and (f) any Person acting in the capacity of an underwriter (solely to the extent that and for so long as such Person is acting in such capacity) in connection with a public or private offering of Stock of the Borrower (or any Parent Entity of the Borrower).

"**Permitted Investments**" shall mean:

(a) securities issued or unconditionally guaranteed by the United States government or any agency or instrumentality thereof, in each case having maturities and/or reset dates of not more than 24 months from the date of acquisition thereof;

(b) securities issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof or any political subdivision of any such state or any public instrumentality thereof having maturities of not more than 24 months from the date of acquisition thereof and, at the time of acquisition, having an investment grade rating generally obtainable from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, then from another nationally recognized rating service);

(c) commercial paper or variable or fixed rate notes maturing no more than 12 months after the date of creation thereof and, at the time of acquisition, having a rating of at least A-3 or P-3 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(d) time deposits with, or domestic and eurodollar certificates of deposit or bankers' acceptances maturing no more than two years after the date of acquisition thereof issued by, the Administrative Agent (or any Affiliate thereof), any Lender or any other bank having combined capital and surplus of not less than $500,000,000 in the case of domestic banks and $100,000,000 (or the dollar equivalent thereof) in the case of foreign banks;

(e) repurchase agreements with a term of not more than 90 days for underlying securities of the type described in clauses (a), (b) and (d) above entered into with any bank meeting the qualifications specified in clause (d) above or securities dealers of recognized national standing;

(f) marketable short-term money market and similar funds (x) either having assets in excess of $500,000,000 or (y) having a rating of at least A-3 or P-3 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(g) shares of investment companies that are registered under the Investment Company Act of 1940 and substantially all the investments of which are one or more of the types of securities described in clauses (a) through (f) above; provided that, in order for such Permitted Investment to constitute a Term L/C Permitted Investment, such investment company must have an investment grade rating generally obtainable from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such investment company, then from another nationally recognized rating service);

(h) any Secured Hedging Agreement (including any netting, set-off or netting rights thereunder); and

(i) in the case of Investments by any Restricted Foreign Subsidiary or Investments made in a country outside the United States of America, other customarily utilized high-quality Investments in the country where such Restricted Foreign Subsidiary is located or in which such Investment is made.

"**Permitted Liens**" shall mean:

(a) Liens for taxes, assessments or governmental charges or claims not yet delinquent or that are being contested in good faith and by appropriate proceedings for which appropriate reserves have been established to the extent required by and in accordance with GAAP or that are not required to be paid pursuant to Section 9.4;

(b) Liens in respect of property or assets of the Borrower or any Restricted Subsidiary of the Borrower imposed by Applicable Law, such as carriers', landlords', construction contractors', warehousemen's and mechanics' Liens and other similar Liens, arising in the ordinary course of business or in connection with the construction or restoration of facilities for the generation, transmission or distribution of electricity, in each case so long as such Liens arise in the ordinary course of business and do not individually or in the aggregate have a Material Adverse Effect;

(c) Liens arising from judgments or decrees in circumstances not constituting an Event of Default under Section 11.11;

(d) Liens incurred or deposits made in connection with workers' compensation, unemployment insurance, employee benefit and pension liability and other types of social security or similar legislation, or to secure the performance of tenders, statutory obligations, trade contracts (other than for payment of Indebtedness), leases, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, surety, performance and return-of-money bonds and other similar obligations, in each case incurred in the ordinary course of business (including in connection with the construction or restoration of facilities for the generation, transmission or distribution of electricity) or otherwise constituting Investments permitted by Section 10.5;

(e) ground leases or subleases, licenses or sublicenses in respect of real property on which facilities owned or leased by the Borrower or any of the Restricted Subsidiaries of the Borrower are located;

(f) easements, rights-of-way, licenses, reservations, servitudes, permits, conditions, covenants, rights of others, restrictions (including zoning restrictions), oil, gas and other mineral interests, royalty interests and leases, minor defects, exceptions or irregularities in title or survey, encroachments, protrusions and other similar charges or encumbrances (including those to secure health, safety and environmental obligations),

which do not interfere in any material respect with the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(g) any exception shown on a final Survey incidental to the conduct of the business of the Borrower or any of the Restricted Subsidiaries or to the ownership of its properties which were not incurred in connection with Indebtedness for borrowed money and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Borrower or any of the Restricted Subsidiaries and any exception on the title policies issued in connection with any Mortgaged Property;

(h) any interest or title of a lessor, sublessor, licensor, sublicensor or grantor of an easement or secured by a lessor's, sublessor's, licensor's, sublicensor's interest or grantor of an easement under any lease, sublease, license, sublicense or easement to be entered into by the Borrower or any Restricted Subsidiary of the Borrower as lessee, sublessee, licensee, grantee or sublicensee to the extent permitted by this Agreement;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) Liens on goods or inventory the purchase, shipment or storage price of which is financed by a commercial letter of credit or banker's acceptance issued or created for the account of the Borrower or any Restricted Subsidiary of the Borrower; provided that such Lien secures only the obligations of the Borrower or such Restricted Subsidiary in respect of such letter of credit or banker's acceptance to the extent permitted under Section 10.1;

(k) leases, licenses, subleases or sublicenses granted to others not interfering in any material respect with the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(l) Liens arising from precautionary Uniform Commercial Code financing statement or similar filings made in respect of operating leases entered into by the Borrower or any Restricted Subsidiary of the Borrower;

(m) Liens created in the ordinary course of business in favor of banks and other financial institutions over credit balances of any bank accounts of the Borrower and the Restricted Subsidiaries held at such banks or financial institutions, as the case may be, to facilitate the operation of cash pooling and/or interest set-off arrangements in respect of such bank accounts in the ordinary course of business;

(n) Liens arising under Section 9.343 of the Texas Uniform Commercial Code or similar statutes of states other than Texas;

(o) (i) Liens on accounts receivable, other Receivables Facility Assets, or accounts into which collections or proceeds of Receivables Facility Assets are deposited,

in each case arising in connection with a Permitted Receivables Financing and (ii) Liens on Securitization Assets and related assets arising in connection with a Qualified Securitization Financing;

(p) any zoning, land use, environmental or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(q) any Lien arising by reason of deposits with or giving of any form of security to any Governmental Authority for any purpose at any time as required by Applicable Law as a condition to the transaction of any business or the exercise of any privilege or license, or to enable the Borrower or any Restricted Subsidiary to maintain self-insurance or to participate in any fund for liability on any insurance risks;

(r) Liens, restrictions, regulations, easements, exceptions or reservations of any Governmental Authority applying to nuclear fuel;

(s) rights reserved to or vested in any Governmental Authority by the terms of any right, power, franchise, grant, license or permit, or by any provision of Applicable Law, to terminate or modify such right, power, franchise, grant, license or permit or to purchase or recapture or to designate a purchaser of any of the property of such person;

(t) Liens arising under any obligations or duties affecting any of the property, the Borrower or any Restricted Subsidiary to any Governmental Authority with respect to any franchise, grant, license or permit which do not materially impair the use of such property for the purposes for which it is held;

(u) rights reserved to or vested in any Governmental Authority to use, control or regulate any property of such Person, which do not materially impair the use of such property for the purposes for which it is held;

(v) any obligations or duties, affecting the property of the Borrower or any Restricted Subsidiary, to any Governmental Authority with respect to any franchise, grant, license or permit;

(w) a set-off or netting rights granted by the Borrower or any Restricted Subsidiary of the Borrower pursuant to any Hedging Agreements, Netting Agreements or Permitted Contracts solely in respect of amounts owing under such agreements;

(x) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 10.5; provided that such Liens do not extend to any assets other than those that are the subject of such repurchase agreement;

(y) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(z) Liens on cash and Permitted Investments that are earmarked to be used to satisfy or discharge Indebtedness; provided (a) such cash and/or Permitted Investments are deposited into an account from which payment is to be made, directly or indirectly, to the Person or Persons holding the Indebtedness that is to be satisfied or discharged, (b) such Liens extend solely to the account in which such cash and/or Permitted Investments are deposited and are solely in favor of the Person or Persons holding the Indebtedness (or any agent or trustee for such Person or Persons) that is to be satisfied or discharged, and (c) the satisfaction or discharge of such Indebtedness is expressly permitted hereunder;

(aa) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by Applicable Laws; and (bb) Liens on Stock of an Unrestricted Subsidiary or Excluded Project Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary or Excluded Project Subsidiary.

"**Permitted Other Debt**" shall mean, collectively, Permitted Other Loans and Permitted Other Notes.

"**Permitted Other Debt Documents**" shall mean any agreement, document or instrument (including any guarantee, security agreement or mortgage and which may include any or all of the Credit Documents) issued or executed and delivered with respect to any Permitted Other Debt by any Credit Party.

"**Permitted Other Debt Obligations**" shall mean, if any Permitted Other Debt is issued, all advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party arising under any Permitted Other Debt Document and, if applicable, under any Security Document, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party of any proceeding under any bankruptcy or insolvency law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Permitted Other Debt Obligations of the applicable Credit Parties under the Permitted Other Debt Documents and, if applicable, under any Security Document (and any of their Restricted Subsidiaries to the extent they have obligations under the Permitted Other Debt Documents and, if applicable, under any Security Document) include the obligation (including guarantee obligations) to pay principal, interest, charges, expenses, fees, attorney costs, indemnities and other amounts payable by any such Credit Party under any Permitted Other Debt Document and, if applicable, under any Security Document.

"**Permitted Other Debt Secured Parties**" shall mean the holders from time to time of secured Permitted Other Debt Obligations (and any representative on their behalf).

"**Permitted Other Loans**" shall mean senior secured or unsecured loans or other Indebtedness (other than notes) (which Indebtedness, if secured by a Lien on any of the Collateral, may be secured pari passu with the Obligations (without regard to control of remedies) or may be secured by a Lien ranking junior to the Lien securing the Obligations), in either case issued or incurred by the Borrower or a Restricted Subsidiary, (a) if such Permitted Other Loans are established, issued or incurred (and for the avoidance of doubt, not "assumed"), the scheduled final maturity of which are no earlier than the scheduled final maturity of the Initial Term B Loans and Term C Loans (or, in the case of Permitted Other Loans that are unsecured or secured by a Lien ranking junior to the Lien securing the Obligations, no earlier than 91 days after the scheduled final maturity of the Initial Term B Loans and Term C Loans) or, in the case of any Permitted Other Loans that are established, issued or incurred in exchange for, or which modify, replace, refinance, refund, renew, restructure or extend any other Indebtedness permitted by Section 10.1, no earlier than the scheduled final maturity and Weighted Average Life to Maturity of such exchanged, modified, replaced, refinanced, refunded, renewed, restructured or extended Indebtedness (other than customary scheduled principal amortization payments, customary offers to repurchase upon a change of control, asset sale or casualty or condemnation event, customary acceleration rights after an event of default, and AHYDO Catch-Up Payments), (b) if such Permitted Other Loans are established, issued or incurred (and for the avoidance of doubt, not "assumed"), the Weighted Average Life to Maturity of which are no earlier than the Weighted Average Life to Maturity of the Initial Term B Loans or, in the case of any Permitted Other Loans that are established, issued or incurred in exchange for, or which modify, replace, refinance, refund, renew, restructure or extend any other Indebtedness permitted by Section 10.1, no earlier than the Weighted Average Life to Maturity of such exchanged, modified, replaced, refinanced, refunded, renewed, restructured or extended Indebtedness, (c) if issued by the Borrower or a Guarantor, of which no Restricted Subsidiary of the Borrower (other than a Guarantor and, for the avoidance of doubt, the Borrower) is an obligor and (d) if secured by a Lien on any of the Collateral, are not secured by any assets of a Credit Party other than all or any portion of the Collateral, provided, the requirements of the foregoing clause (a) and (b) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements.

"**Permitted Other Notes**" shall mean senior secured or unsecured notes (which notes, if secured, may be secured pari passu with the Obligations (without regard to control of remedies), may be secured by a Lien ranking junior to the Lien securing the Obligations or may be secured solely by assets that do not constitute Collateral), in each case either issued or incurred by the Borrower or a Restricted Subsidiary, (a) if such Permitted Other Notes are issued or incurred (and for the avoidance of doubt, not "assumed"), the terms of which do not provide for any scheduled repayment, mandatory redemption or sinking fund obligations (other than customary scheduled principal amortization payments, customary offers to repurchase upon a change of control, asset sale or casualty or condemnation event, customary acceleration rights after an event of default, and AHYDO Catch-Up Payments) prior to, at the time of incurrence, the Latest Term Maturity Date (or, in the case of Permitted Other Notes that are unsecured or secured by a Lien ranking junior to the Lien securing the Obligations, no earlier than 91 days after the Latest Term Maturity Date) or, in the case of any Permitted Other Notes that are issued or incurred in

exchange for, or which modify, replace, refinance, refund, renew or extend any other Indebtedness permitted by Section 10.1, prior to the scheduled maturity date of such exchanged, modified, replaced, refinanced, refunded, renewed or extended Indebtedness, (b) other than as required by clauses (a) and (c) of this definition, the covenants and events of default of which, taken as a whole, are not materially more restrictive to the Borrower and the Restricted Subsidiaries than the terms of the Initial Term B Loans unless (1) Lenders under the Initial Term B Loans also receive the benefit of such more restrictive terms, (2) such terms reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower) or (3) any such provisions apply after the Latest Term Maturity Date), (c) if issued by the Borrower or a Guarantor, of which no Restricted Subsidiary of the Borrower (other than a Guarantor and, for the avoidance of doubt, the Borrower) is an obligor, and (d) if secured by a Lien on any of the Collateral, are not secured by any assets of a Credit Party other than all or any portion of the Collateral; provided, the requirements of the foregoing clause (a) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements.

"**Permitted Receivables Financing**" shall mean any of one or more receivables financing programs as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the obligations of which are non-recourse (except for customary representations, warranties, covenants, guarantees, purchase obligations and indemnities and other customary forms of support, in each case made in connection with such facilities) to the Borrower and the Restricted Subsidiaries (other than a Receivables Entity) providing for the sale, conveyance, or contribution to capital of Receivables Facility Assets by Participating Receivables Grantors in any transactions or series of transactions purporting to be sales of Receivables Facility Assets, directly or indirectly, to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables Entity that in turn funds such purchase by the direct or indirect sale, transfer, conveyance, pledge, or grant of participation or other interest, including security interest, in such Receivables Facility Assets to a Person that is not a Restricted Subsidiary.

"**Permitted Reorganization**" shall mean re-organizations and other activities related to tax planning and re-organization, so long as, after giving effect thereto, the security interest of the Collateral Representative, for the benefit of the Lenders, in the Collateral, taken as a whole, is not materially impaired (as determined by the Borrower in good faith).

"**Permitted Sale Leaseback**" shall mean any Sale Leaseback existing on the Closing Date or consummated by the Borrower or any Restricted Subsidiary after the Closing Date; provided that any such Sale Leaseback consummated after the Closing Date not between (a) a Credit Party and another Credit Party or (b) a Restricted Subsidiary that is not a Credit Party and another Restricted Subsidiary that is not a Credit Party is consummated for fair value as determined at the time of consummation in good faith by (i) the Borrower or such Restricted Subsidiary and (ii) in the case of any Sale Leaseback (or series of related Sales Leasebacks) the aggregate proceeds of which exceed $50,000,000, the board of directors of the Borrower or such Restricted Subsidiary (which such determination may take into account any retained interest or other Investment of the Borrower or such Restricted Subsidiary in connection with, and any other material economic terms of, such Sale Leaseback).

"**Permitted Spin-Out Entities**" shall have the meaning provided in the definition of "Permitted Spin Out Transactions".

"**Permitted Spin Out Transactions**" shall mean (x) the spin-out (through distribution, transfer or otherwise) from the group consisting of the Borrower and its Restricted Subsidiaries of any of the following entities and assets (including the assets of the following entities): (i) Talen Montana Holdings LLC, (ii) Raven Power Generation Holdings LLC (including, without limitation, H.A. Wagner LLC and Brandon Shores LLC) and (iii) one or more to-be-formed entities holding the Borrower's undivided interests in the Keystone and Conemaugh plants and associated membership interests in Keystone Fuels, LLC, Conemaugh Fuels, LLC and Keystone – Conemaugh Projects, LLC (collectively, the "**Permitted Spin-Out Entities**"), which may be done in multiple "spin-out" transactions and may be done at separate intervals and (y) from and after any "spin-out" as described in preceding clause (x), (i) the establishment of one or more revolving credit facilities provided by the Borrower or any of its Restricted Subsidiaries to one or more of (a) the Permitted Spin-Out Entities (or any direct or indirect parent entity of a Permitted Spin-Out Entity or Subsidiary of any such parent entity) and/or (b) any other entity (or any direct or indirect parent entity of such entity or Subsidiary of any such parent entity) that is spun out or holds assets that are spun out to the extent the spin out of such entity or assets is not prohibited by the terms of this Agreement and (ii) the issuance of any letters of credit, bank guarantees, surety or performance bonds or similar instruments for which the Borrower or any Restricted Subsidiary is obligated to reimburse upon any drawing or payment thereunder (as a primary obligor, guarantor or otherwise), in each case, to support obligations of (a) the Permitted Spin-Out Entities (or any direct or indirect parent entity of a Permitted Spin-Out Entity or Subsidiary of any such parent entity) and/or (b) any other entity (or any direct or indirect parent entity of such entity or Subsidiary of any such parent entity) that is spun out or holds assets that are spun out to the extent the spin out of such entity or assets is not prohibited by the terms of this Agreement, in an aggregate principal amount under clauses (i) and (ii) (or in the case of any letters of credit, bank guarantees, surety or performance bonds or similar instruments, face amount) at any time outstanding not to exceed $100,000,000; provided, that, solely with respect to clause (x) above, after giving Pro Forma Effect to any such Permitted Spin Out Transaction, (i) no Event of Default shall have occurred or be continuing and (ii) the Borrower shall be in compliance on a Pro Forma Basis with Section 10.9.

"**Person**" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise or any Governmental Authority.

"**PJM**" shall mean PJM Interconnection, L.L.C. or any other entity succeeding thereto.

"**Plan**" shall have the meaning provided in the recitals hereto.

"**Platform**" shall have the meaning provided in Section 13.17(c).

"**Pledge Agreement**" shall mean (a) the Pledge Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time), entered into by the Credit Parties party thereto and the

Collateral Trustee for the benefit of the Secured Parties, and (b) any other Pledge Agreement with respect to any or all of the Obligations delivered pursuant to Section 9.12.

"**Post-Transaction Period**" shall mean, with respect to any Specified Transaction, the period beginning on the date such Specified Transaction is consummated and ending on the last day of the eighth full consecutive fiscal quarter immediately following the date on which such Specified Transaction is consummated.

"**Preferred Stock**" shall mean any Stock or Stock Equivalents with preferential rights of payment of dividends or upon liquidation, dissolution or winding up.

"**Prepayment Event**" shall mean any Asset Sale Prepayment Event, Recovery Prepayment Event, Debt Incurrence Prepayment Event or New Debt Incurrence Prepayment Event.

"**Pro Forma Adjustment**" shall mean, for any Test Period that includes all or any part of a fiscal quarter included in any Post-Transaction Period, with respect to the Acquired EBITDA of the applicable Pro Forma Entity or the Consolidated Adjusted EBITDA of the Borrower, the pro forma increase or decrease in such Acquired EBITDA or such Consolidated Adjusted EBITDA (including as the result of any "run-rate" synergies, operating expense reductions and improvements and cost savings and other adjustments evidenced by or contained in a due diligence quality of earnings report made available to the Administrative Agent prepared with respect to such Pro Forma Entity by a "big-four" nationally recognized accounting firm or any other accounting firm reasonably acceptable to the Administrative Agent), as the case may be, projected by the Borrower in good faith as a result of (a) actions taken or with respect to which substantial steps have been taken or are expected to be taken, prior to or during such Post-Transaction Period for the purposes of realizing cost savings or (b) any additional costs incurred prior to or during such Post-Transaction Period, in each case in connection with the combination of the operations of such Pro Forma Entity with the operations of the Borrower and the Restricted Subsidiaries; provided that (A) at the election of the Borrower, such Pro Forma Adjustment shall not be required to be determined for any Pro Forma Entity to the extent the aggregate consideration paid in connection with such acquisition was less than $25,000,000 or the aggregate Pro Forma Adjustment would be less than $25,000,000 and (B) so long as such actions are taken, or to be taken, prior to or during such Post-Transaction Period or such costs are incurred prior to or during such Post-Transaction Period, as applicable, it may be assumed, for purposes of projecting such pro forma increase or decrease to such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, that the applicable amount of such synergies, operating expense reductions and improvements and cost savings and other adjustments will be realizable during the entirety of such Test Period, or the applicable amount of such additional synergies, operating expense reductions and improvements and cost savings and other adjustments, as applicable, will be incurred during the entirety of such Test Period; provided, further that any such pro forma increase or decrease to such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, shall be without duplication for synergies, operating expense reductions and improvements and cost savings and other adjustments or

additional costs already included in such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, for such Test Period.

"**Pro Forma Basis**", "**Pro Forma Compliance**" and "**Pro Forma Effect**" shall mean, with respect to compliance with any test or covenant hereunder, that (A) to the extent applicable, the Pro Forma Adjustment shall have been made and (B) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (i) in the case of a Disposition of all or substantially all Stock in any Subsidiary of the Borrower or any division, product line, or facility used for operations of the Borrower or any Subsidiary of the Borrower, shall be excluded, and (ii) in the case of a Permitted Acquisition or Investment described in the definition of "Specified Transaction", shall be included, (b) any retirement or repayment of Indebtedness, and (c) any incurrence or assumption of Indebtedness by the Borrower or any Restricted Subsidiary in connection therewith (it being agreed that (x) if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness as at the relevant date of determination, (y) interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by an Authorized Officer of the Borrower to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP and (z) interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate as the Borrower or any applicable Restricted Subsidiary may designate); provided that, without limiting the application of the Pro Forma Adjustment pursuant to (A) above (but without duplication thereof), the foregoing pro forma adjustments may be applied to any such test or covenant solely to the extent that such adjustments are consistent with the definition of Consolidated Adjusted EBITDA and give effect to events (including operating expense reductions) that are (i) (x) directly attributable to such transaction and (y) reasonably identifiable and factually supportable in the good faith judgment of the Borrower or (ii) otherwise consistent with the definition of Pro Forma Adjustment.

"**Pro Forma Entity**" shall have the meaning provided in the definition of "Acquired EBITDA".

"**Prohibited Transaction**" shall have the meaning assigned to such term in Section 406 of ERISA or Section 4975(c) of the Code.

"**Projections**" shall have the meaning provided in Section 9.1(g).

"**PTE**" shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"**Public Company Costs**" shall mean costs relating to compliance with the provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, as

applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"**PUHCA**" shall mean the Public Utility Holding Company Act of 2005, as amended to the date hereof and from time to time hereafter.

"**Q2 2024 Financials Date**" shall mean the date on which Section 9.1 Financials for the fiscal quarter ending June 30, 2024 have been or were required to have been delivered.

"**Qualified ECP Guarantor**" shall mean, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 at the time the relevant Guarantee or grant of the 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.

"**Qualified Securitization Financing**" shall mean any Securitization Facility (and any guarantee of such Securitization Facility), that meets the following conditions: (i) the Borrower shall have determined in good faith that such Securitization Facility (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Borrower and the Restricted Subsidiaries; (ii) all sales, conveyances, assignments or contributions of Securitization Assets and related assets by the Borrower or any Restricted Subsidiary to the Securitization Subsidiary or any other Person are made at fair market value (as determined in good faith by the Borrower); (iii) the financing terms, covenants, termination events and other provisions thereof shall be on market terms (as determined in good faith by the Borrower) and may include Standard Securitization Undertakings; and (iv) the obligations under such Securitization Facility are nonrecourse (except for customary representations, warranties, covenants, guarantees, purchase obligations and indemnities made in connection with such facilities) to the Borrower or any Restricted Subsidiary (other than a Securitization Subsidiary).

"**Qualifying IPO**" shall mean the issuance by the Borrower or any other direct or indirect parent of the Borrower of its common Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with a secondary public offering).

"**Real Estate**" shall mean any interest in land, buildings, improvements and fixtures owned, leased or otherwise held by any Credit Party, but excluding all operating fixtures and equipment.

"**Receivables Entity**" shall mean any Person formed solely for the purpose of (i) facilitating or entering into one or more Permitted Receivables Financings, and (ii) in each case, engaging in activities reasonably related or incidental thereto.

"**Receivables Facility Assets**" shall mean currently existing and hereafter arising or originated Accounts, Payment Intangibles and Chattel Paper (as each such term is defined in the UCC) owed or payable to any Participating Receivables Grantor, and to the extent related to or supporting any Accounts, Chattel Paper or Payment Intangibles, or constituting a receivable, all General Intangibles (as each such term is defined in the UCC) and other forms of obligations and receivables owed or payable to any Participating Receivables Grantor, including the right to payment of any interest, finance charges, late payment fees or other charges with respect thereto (the foregoing, collectively, being "**receivables**"), all of such Participating Receivables Grantor's rights as an unpaid vendor (including rights in any goods the sale of which gave rise to any receivables), all security interests or liens and property subject to such security interests or liens from time to time purporting to secure payment of any receivables or other items described in this definition, all guarantees, letters of credit, security agreements, insurance and other agreements or arrangements from time to time supporting or securing payment of any receivables or other items described in this definition, all customer deposits with respect thereto, all rights under any contracts giving rise to or evidencing any receivables or other items described in this definition, and all documents, books, records and information (including computer programs, tapes, disks, data processing software and related property and rights) relating to any receivables or other items described in this definition or to any obligor with respect thereto and all proceeds of such receivables and any other assets customarily transferred together with receivables in connection with a non-recourse accounts receivable factoring arrangement and which are sold, conveyed assigned or otherwise transferred or pledge in connection with a Permitted Receivables Financing, and all proceeds of the foregoing.

"**Receivables Fees**" shall mean distributions or payments made directly or by means of discounts with respect to any Receivables Assets or participation interest therein issued or sold in connection with, and other fees and expenses (including reasonable fees and expenses of legal counsel) paid to a Person that is not a Restricted Subsidiary in connection with any Permitted Receivables Financing.

"**Receivables Indebtedness**" shall mean, at any time, with respect to any receivables, securitization or similar facility (including any Permitted Receivables Financing or any Securitization Facility but excluding any account receivable factoring facility entered into incurred in the ordinary course of business), the aggregate principal, or stated amount, of the "indebtedness", fractional undivided interests (which stated amount may be described as a "net investment" or similar term reflecting the amount invested in such undivided interest) or other securities incurred or issued pursuant to such receivables, securitization or similar facility, at such time, in each case outstanding at such time, owing to any Person who is not the Borrower or any Restricted Subsidiary.

"**Recovery Event**" shall mean (a) any damage to, destruction of or other casualty or loss involving any property or asset or (b) any seizure, condemnation, confiscation or taking (or

transfer under threat of condemnation) under the power of eminent domain of, or any requisition of title or use of or relating to, or any similar event in respect of, any property or asset.

"**Recovery Prepayment Event**" shall mean the receipt of cash proceeds with respect to any settlement or payment in connection with any Recovery Event in respect of any property or asset of the Borrower or any Restricted Subsidiary; provided that the term "Recovery Prepayment Event" shall not include any Asset Sale Prepayment Event.

"**Redemption Notice**" shall have the meaning provided in Section 10.7(a).

"**Reference Time**" with respect to any setting of the then-current Benchmark shall mean (1) if such Benchmark is the Term SOFR Rate, 6:00 a.m. on the day that is two U.S. Government Securities Business Days preceding the date of such setting and (2) if such Benchmark is not the Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

"**Refinanced Debt**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinanced Term B Loans**" shall have the meaning provided in Section 13.1.

"**Refinanced Term C Loans**" shall have the meaning provided in Section 13.1.

"**Refinancing Amendment**" shall have the meaning provided in Section 2.15(b)(vii).

"**Refinancing Commitments**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinancing Facility Closing Date**" shall have the meaning provided in Section 2.15(b)(iv).

"**Refinancing Facility**" shall mean any new Class of Loans or Commitments or increases to existing Classes of Loans or Commitments established pursuant to Section 2.15(b).

"**Refinancing Lenders**" shall have the meaning provided in Section 2.15(b)(iii).

"**Refinancing Loan**" shall have the meaning provided in Section 2.15(b)(ii).

"**Refinancing Loan Request**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinancing Revolving Commitments**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinancing Revolving Lender**" shall have the meaning provided in Section 2.15(b)(iii).

"**Refinancing Revolving Loan**" shall have the meaning provided in Section 2.15(b)(ii).

"**Refinancing Term B Commitments**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinancing Term B Lender**" shall have the meaning provided in Section 2.15(b)(iii).

"**Refinancing Term B Loan**" shall have the meaning provided in Section 2.15(b)(ii).

"**Refinancing Term B Repayment Amount**" shall have the meaning provided in Section 2.5(c).

"**Refinancing Term C Commitments**" shall have the meaning provided in Section 2.15(b)(i).

"**Refinancing Term C Lender**" shall have the meaning provided in Section 2.15(b)(iii).

"**Refinancing Term C Loan**" shall have the meaning provided in Section 2.15(b)(ii).

"**Register**" shall have the meaning provided in Section 13.6(b)(iv).

"**Regulation T**" shall mean Regulation T of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Regulation U**" shall mean Regulation U of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Regulation X**" shall mean Regulation X of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Reimbursement Date**" shall have the meaning provided in Section 3.4(a).

"**Reinvestment Period**" shall mean 12 months following the date of receipt of Net Cash Proceeds of an Asset Sale Prepayment Event or Recovery Prepayment Event.

"**Rejection Notice**" shall have the meaning provided in Section 5.2(h).

"**Related Parties**" shall mean, with respect to any specified Person, such Person's Affiliates and the directors, officers, employees, agents, trustees and advisors of such Person and any Person that possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

"**Relevant Governmental Body**" shall mean the Board and/or the NYFRB, the CME Term SOFR Administrator, as applicable, or a committee officially endorsed or convened by the Board and/or the NYFRB or, in each case, any successor thereto.

"**Repayment Amount**" shall mean an Initial Term B Repayment Amount, an Extended Term B Repayment Amount, an Incremental Term B Repayment Amount, a Refinancing Term B Repayment Amount, or a Replacement Term B Repayment Amount scheduled to be repaid on any date.

"**Replaced Revolving Loans**" shall have the meaning provided in Section 13.1.

"**Replaced Term C Loans**" shall have the meaning provided in Section 13.1.

"**Replacement Facility**" shall have the meaning provided in Section 13.1.

"**Replacement Revolving Commitments**" shall mean commitments to make Permitted Other Loans that are provided by one or more lenders, in exchange for, or which are to be used to refinance, replace, renew, modify, refund or extend Revolving Commitments (and related Revolving Loans), Extended Revolving Commitments (and related Extended Revolving Loans), Additional Revolving Commitments (and related Additional Revolving Loans) or previous Replacement Revolving Commitments (and related Permitted Other Loans); provided that, substantially contemporaneously with the provision of such Replacement Revolving Commitments, Commitments of the Classes being exchanged, refinanced, replaced, renewed, modified refunded or extended (the "**Replaced Classes**") are reduced and permanently terminated (and any corresponding Loans outstanding prepaid) in the manner (except with respect to Replacement Revolving Commitments and related Permitted Other Loans) set forth in Section 5.2(e), in an amount such that, after giving effect to such replacement, the aggregate principal amount of Replacement Revolving Commitments plus the aggregate principal amount of Commitments or commitments of the Replaced Classes remaining outstanding after giving effect to such replacement do not exceed the aggregate principal amount of Commitments or commitments of the Replaced Classes that was in effect immediately prior to the replacement.

"**Replacement Term B Loans**" shall have the meaning provided in Section 13.1.

"**Replacement Term B Repayment Amount**" shall have the meaning provided in Section 2.5(c).

"**Replacement Term C Loans**" shall have the meaning provided in Section 13.1.

"**Reportable Event**" shall mean an event described in Section 4043 of ERISA and the regulations thereunder, other than any event as to which the thirty day notice period has been waived.

"**Repricing Transaction**" shall mean (i) any prepayment or repayment of Initial Term B Loans or Term C Loans with the proceeds of, or any conversion of Initial Term B Loans or Term C Loans into, any substantially concurrent issuance of new or replacement tranche of broadly syndicated Dollar-denominated senior secured first lien term loans under credit facilities the primary purpose (as determined by the Borrower in good faith) of which is to reduce the Yield applicable to the Initial Term B Loans or the Term C Loans, as applicable, and (ii) any amendment to the Initial Term B Loans or Term C Loans (or any exercise of any "yank-a-bank" rights in connection therewith) the primary purpose of which is to reduce the Yield applicable to the Initial Term B Loans or Term C Loans, as applicable; provided that a Repricing Transaction shall not include any such prepayment, repayment or amendment in connection with (x) a Change of Control or other "change of control" transaction or a Permitted Spin-Out Transaction, (y) initial public offering of the Borrower or any direct or indirect parent thereof or (z) a

Permitted Acquisition, other Investment, merger, amalgamation, dissolution, liquidation, consolidation or disposition by the Borrower or any Restricted Subsidiary that is either (a) not permitted by the terms of this Agreement immediately prior to the consummation of such Permitted Acquisition or other Investment, merger, amalgamation, dissolution, liquidation, consolidation or disposition or (b) if permitted by the terms of this Agreement immediately prior to the consummation of such Permitted Acquisition, other Investment, merger, amalgamation, dissolution, liquidation, consolidation or disposition, would not provide the Borrower and its Restricted Subsidiaries with adequate flexibility under this Agreement for the continuation and/or expansion of their combined operations following such consummation, as determined by the Borrower acting in good faith.

"**Required Lenders**" shall mean, at any date, Non-Defaulting Lenders having or holding a majority of the sum of (a) the outstanding amount of the Term B Loans in the aggregate at such date, (b) the outstanding amount of Term C Loans in the aggregate at such date, (c)(i) the Adjusted Total Revolving Commitment at such date or (ii) if the Total Revolving Commitment has been terminated or for the purposes of acceleration pursuant to Section 11, the outstanding principal amount of the Revolving Loans and Revolving L/C Exposure (excluding the Revolving Loans and Revolving L/C Exposure of Defaulting Lenders) in the aggregate at such date, (d)(i) the Adjusted Total Extended Revolving Commitments of each Extension Series at such date or (ii) if the Total Extended Revolving Commitment of any Extension Series has been terminated or for the purposes of acceleration pursuant to Section 11, the outstanding principal amount of the Extended Revolving Loans of such Extension Series and the related Revolving L/C Exposure (excluding the Revolving Loans and Revolving L/C Exposure of Defaulting Lenders) in the aggregate at such date, and (e)(i) the Adjusted Total Additional Revolving Commitments of each tranche of Additional Revolving Commitments at such date or (ii) if the Total Additional Revolving Commitment of any tranche of Additional Revolving Commitments has been terminated or for the purposes of acceleration pursuant to Section 11, the outstanding principal amount of the Additional Revolving Loans of such tranche and the related revolving letter of credit exposure (excluding the Additional Revolving Loans and revolving letter of credit exposure of Defaulting Lenders) in the aggregate at such date.

"**Required Revolving Lenders**" shall mean, at any date, Non-Defaulting Lenders holding a majority of the Adjusted Total Revolving Commitment at such date (or, if the Total Revolving Commitment has been terminated at such time, a majority of the Revolving Credit Exposure (excluding Revolving Credit Exposure of Defaulting Lenders) at such time).

"**Required Term B Lenders**" shall mean, at any date, Lenders having or holding a majority of the aggregate outstanding principal amount of the Term B Loans at such date.

"**Required Term C Lenders**" shall mean, at any date, Lenders having or holding a majority of the aggregate outstanding principal amount of the Term C Loans at such date.

"**Requirement of Law**" shall mean, as to any Person, and any law, treaty, rule, or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"**Resolution Authority**" shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"**Restoration Certification**" shall mean, with respect to any Recovery Prepayment Event, a certification made by an Authorized Officer of the Borrower or any Restricted Subsidiary, as applicable, to the Administrative Agent prior to the end of the Reinvestment Period certifying that the Borrower or such Restricted Subsidiary intends to use the proceeds received in connection with such Recovery Prepayment Event (x) to repair, restore, refurbish or replace the property or assets in respect of which such Recovery Prepayment Event occurred or (y) or to invest in assets used or useful in a Similar Business.

"**Restricted Foreign Subsidiary**" shall mean a Foreign Subsidiary that is a Restricted Subsidiary.

"**Restricted Subsidiary**" shall mean any Subsidiary of the Borrower other than an Unrestricted Subsidiary; provided, however, that, after any Restricted Subsidiary is designated as an "Excluded Project Subsidiary" in accordance with the definition thereof (and until such time as such "Excluded Project Subsidiary" is redesignated as a "Restricted Subsidiary"), such Excluded Project Subsidiary shall not constitute a Restricted Subsidiary for purposes of this Agreement, other than for purposes of Sections 9.16, 10.1, 10.2, and 10.11.

"**Retained Declined Proceeds**" shall have the meaning provided in Section 5.2(h).

"**Returns**" shall mean, with respect to any Investment, any dividends, distributions, interest, fees, premium, return of capital, repayment of principal, income, profits (from a Disposition or otherwise) and other amounts received or realized in respect of such Investment.

"**Revolving Commitment Fee Rate**" shall mean at any date (i) prior to the delivery of the Section 9.1 Financials and the related Officer's Certificate for the first full fiscal quarter commencing on or after the Closing Date, 0.50% per annum and (ii) thereafter, the percentages per annum set forth in the table below, based upon the Consolidated First Lien Net Leverage

Ratio as set forth in the most recent Officer's Certificate delivered to the Administrative Agent in connection with the Section 9.1 Financials:

Pricing Level	Consolidated First Lien Net Leverage Ratio Level	Revolving Commitment Fee Rate
I	Less than or equal to (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	0.375%
II	Greater than (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	0.50%

Any increase or decrease in the Revolving Commitment Fee Rate resulting from a change in the Consolidated First Lien Net Leverage Ratio shall become effective as of the first Business Day immediately following the date the Officer's Certificate is delivered in connection with the Section 9.1 Financials.

Notwithstanding the foregoing, (a) the Revolving Commitment Fee Rate in respect of any Class of Extended Revolving Commitments or Extended Revolving Loans shall be the applicable rate set forth in the relevant Extension Amendment and (b) the Revolving Commitment Fee Rate in respect of any New Refinancing Revolving Commitments, Additional Revolving Commitments or Additional Revolving Loans shall be the applicable rate set forth in the relevant Refinancing Facility, Replacement Facility or other applicable agreement.

In addition, upon written request from the Required Revolving Lenders, the highest pricing level applicable to the Revolving Commitment Fee Rate shall apply at any time during which the Borrower shall have failed to deliver the Section 9.1 Financials by the applicable date required under Section 9.1 (but only for so long as such failure continues, after which such ratio shall be determined based on the then existing Consolidated First Lien Net Leverage Ratio) as set forth in the applicable Officer's Certificate. Notwithstanding anything to the contrary contained above in this definition, the Revolving Commitment Fee Rate shall be the highest Revolving Commitment Fee Rate set forth in the table above at all times during which there shall exist any Event of Default pursuant to Section 11.1 or 11.5.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the First Lien Net Leverage Ratio set forth in any applicable Officer's Certificate delivered in connection with the Section 9.1 Financials delivered for any period is inaccurate for any reason and the result thereof is that the Revolving Lenders received a Revolving Commitment Fee for any period based on a Revolving Commitment Fee Rate that is less than that which would have been applicable had the First Lien

Net Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the "Revolving Commitment Fee Rate" for any day occurring within the period covered by such applicable Officer's Certificate delivered in connection with the Section 9.1 Financials shall retroactively be deemed to be the relevant percentage as based upon the accurately determined First Lien Net Leverage Ratio for such period, and any shortfall in the Revolving Commitment Fee theretofore paid by the Borrower for the relevant period pursuant to Section 4.1(a) as a result of the miscalculation of the First Lien Net Leverage Ratio shall be deemed to be (and shall be) due and payable under the relevant provisions of Section 4.1(a) at the time the Revolving Commitment Fee for such period was required to be paid pursuant to said Section on the same basis as if the First Lien Net Leverage Ratio had been accurately set forth in such Officer's Certificate delivered in connection with Section 9.1 Financials (and shall remain due and payable until paid in full, together with all amounts owing under Section 2.8(c) (subject to the proviso below), in accordance with the terms of this Agreement). Such Revolving Commitment Fee Rate shall be due and payable on the earlier of (i) the occurrence of a Default or an Event of Default under Section 11.5 and (ii) promptly upon written demand to the Borrower (but in no event later than five (5) Business Days after such written demand); provided that in the case of preceding clause (ii), nonpayment of such Revolving Commitment Fee Rate as a result of any inaccuracy shall not constitute a Default or Event of Default (whether retroactively or otherwise), and no such amounts shall be deemed overdue (and no amounts shall accrue interest at the applicable default rate), at any time prior to the date that is five (5) Business Days after such written demand to the Borrower.

"**Revolving Commitment Fee**" shall have the meaning provided in Section 4.1(a).

"**Revolving Commitment Percentage**" shall mean at any time, for each Lender, the percentage obtained by dividing (a) such Lender's Revolving Commitment at such time by (b) the amount of the Total Revolving Commitment at such time; provided that at any time when the Total Revolving Commitment shall have been terminated, each Lender's Revolving Commitment Percentage shall be the percentage obtained by dividing (a) such Lender's Revolving Credit Exposure at such time by (b) the Revolving Credit Exposure of all Lenders at such time.

"**Revolving Commitment**" shall mean (a) with respect to each Revolving Lender on the Closing Date, the amount set forth opposite such Revolving Lender's name on Schedule 1.1(a) as such Revolving Lender's "Revolving Commitment" and (b) in the case of any Person that becomes a Revolving Lender after the Closing Date, the amount specified as such Revolving Lender's applicable "Revolving Commitment" in the Assignment and Acceptance pursuant to which such Revolving Lender assumed a portion of the Total Revolving Commitment. On the Closing Date, the aggregate amount of the Revolving Commitments of all Revolving Lenders is $700,000,000.

"**Revolving Credit Exposure**" shall mean, with respect to any Lender at any time, the sum of (a) the aggregate principal amount of the Revolving Loans of such Lender then outstanding and (b) such Lender's Revolving L/C Exposure at such time.

"**Revolving Credit Facility**" shall mean the revolving credit facility represented by the Revolving Commitments.

"**Revolving Credit Maturity Date**" shall mean May 17, 2028.

"**Revolving Extension Request**" shall have the meaning provided in Section 2.15(a)(iii).

"**Revolving L/C Borrowing**" shall mean an extension of credit resulting from a drawing under any Revolving Letter of Credit which has not been reimbursed on the date when made or refinanced as a Borrowing.

"**Revolving L/C Commitment**" shall mean, as of any date, an amount equal to the aggregate amount of Revolving Commitments as of such date, as the same may be reduced from time to time pursuant to Section 4.2(c).

"**Revolving L/C Exposure**" shall mean, with respect to any Revolving Lender, at any time, the sum of (a) the principal amount of any Unpaid Drawings under Revolving Letters of Credit in respect of which such Lender has made (or is required to have made) payments to the Revolving L/C Issuer pursuant to Section 3.4(a) at such time and (b) such Lender's Revolving Commitment Percentage of the Revolving Letters of Credit Outstanding at such time (excluding the portion thereof consisting of Unpaid Drawings under Revolving Letters of Credit in respect of which the Lenders have made (or are required to have made) payments to the Revolving L/C Issuer pursuant to Section 3.4(a)).

"**Revolving L/C Fee**" shall have the meaning provided in Section 4.1(c).

"**Revolving L/C Issuers**" shall mean (a) on the Closing Date, (i) the Administrative Agent, Goldman Sachs Banks USA, Royal Bank of Canada, Deutsche Bank AG New York Branch and Credit Suisse AG (acting through such of its Affiliates and branches as it deems appropriate) (and, in the case of such Affiliates referenced in this clause (a), solely to the extent reasonably acceptable to the Borrower) and (b) at any time such Person who shall become a Revolving L/C Issuer pursuant to Section 3.6 (it being understood that if any such Person ceases to be a Revolving Lender hereunder, such Person will remain a Revolving L/C Issuer with respect to any Revolving Letters of Credit issued by such Person that remained outstanding as of the date such Person ceased to be a Lender). Any Revolving L/C Issuer may, in its discretion, arrange for one or more Revolving Letters of Credit to be issued by Affiliates of such Revolving L/C Issuer reasonably acceptable to the Borrower, and in each such case the term "Revolving L/C Issuer" shall include any such Affiliate or Lender with respect to Revolving Letters of Credit issued by such Affiliate or Lender. References herein and in the other Credit Documents to the Revolving L/C Issuer shall be deemed to refer to the Revolving L/C Issuer in respect of the applicable Letter of Credit or to all Revolving L/C Issuers, as the context requires.

"**Revolving L/C Maturity Date**" shall mean the date that is five Business Days prior to the Revolving Credit Maturity Date.

"**Revolving L/C Obligations**" shall mean, as at any date of determination, the aggregate Stated Amount of all outstanding Revolving Letters of Credit plus the aggregate principal amount of all Unpaid Drawings under all Revolving Letters of Credit, including all Revolving L/C Borrowings. For all purposes of this Agreement, if on any date of determination a Revolving Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of any law or rule of uniform practices to which any Revolving Letter of Credit is subject (including Rule 3.13 and Rule 3.14 of the ISP) or similar terms in the Revolving Letter of Credit itself, such Revolving Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"**Revolving L/C Participant**" shall have the meaning provided in Section 3.3(a). "**Revolving L/C Participation**" shall have the meaning provided in Section 3.3(a).

"**Revolving Lender**" shall mean, at any time, any Lender that has a Revolving Commitment at such time (or, after the termination of its Revolving Commitment, Revolving Credit Exposure at such time).

"**Revolving Letter of Credit**" shall mean each letter of credit issued pursuant to Section 3.1(a)(i).

"**Revolving Letters of Credit Outstanding**" shall mean, at any time, with respect to any Revolving L/C Issuer, the sum of, without duplication, (a) the aggregate Stated Amount of all outstanding Revolving Letters of Credit issued by such Revolving L/C Issuer and (b) the aggregate principal amount of all Unpaid Drawings in respect of all such Revolving Letters of Credit. References herein and in the other Credit Documents to the Revolving Letters of Credit Outstanding shall be deemed to refer to the Revolving Letters of Credit Outstanding in respect of all Revolving Letters of Credit issued by the applicable Revolving L/C Issuer or to the Revolving Letters of Credit Outstanding in respect of all Revolving Letters of Credit, as the context requires.

"**Revolving Loans**" shall mean the Initial Revolving Loans, each additional Loan made by a Revolving Lender pursuant to Section 2.1(c), any Incremental Revolving Loans, loans under any Replacement Facility, any Refinancing Revolving Loans or any Extended Revolving Loans, as applicable.

"**RTO**" shall mean "regional transmission organization," as further defined by FERC policies, orders and regulations.

"**S&P**" shall mean Standard & Poor's Ratings Services or any successor to its rating agency business.

"**Sale Leaseback**" shall mean any transaction or series of related transactions pursuant to which the Borrower or any Restricted Subsidiary (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

"**Sanctions Laws**" shall have the meaning provided in Section 8.19. "**Sanctions**" shall have the meaning provided in Section 8.19.

"**SEC**" shall mean the U.S. Securities and Exchange Commission or any successor agency thereto.

"**Section 2.15(a) Additional Amendment**" shall have the meaning provided in Section 2.15(a)(v).

"**Section 9.1 Financials**" shall mean the financial statements delivered, or required to be delivered, pursuant to Section 9.1(a) or (b) together with the accompanying Officer's Certificate delivered, or required to be delivered, pursuant to Section 9.1(c).

"**Secured Bank Parties**" shall mean the Administrative Agent, the Collateral Agent, the L/C Issuers, each Lender, each Hedge Bank that is party to any Secured CA Hedging Agreement, each Cash Management Bank that is a party to a Secured CA Cash Management Agreement and each sub-agent pursuant to ~~SECTION 12~~Section 12 appointed by the Administrative Agent with respect to matters relating to the Credit Facilities or appointed by the Collateral Agent with respect to matters relating to any Security Document.

"**Secured CA Cash Management Agreement**" shall mean any Cash Management Agreement that is entered into by and between the Borrower or any Restricted Subsidiary and any Cash Management Bank; *provided* that in no event shall a Secured Cash Management Agreement as defined in the Collateral Trust Agreement be considered a Secured CA Cash Management Agreement for purposes of this Agreement.

"**Secured CA Hedging Agreement**" shall mean any Hedging Agreement that is entered into by and between the Borrower or any Restricted Subsidiary and any Hedge Bank; *provided* that in no event shall a Secured Hedging Agreement as defined in the Collateral Trust Agreement be considered a Secured CA Hedging Agreement for purposes of this Agreement.

"**Secured Cash Management Agreement**" shall mean (i) any Secured CA Cash Management Agreement and (ii) any Secured Cash Management Agreement (as defined in the Collateral Trust Agreement).

"**Secured Hedging Agreement**" shall mean (i) any Secured CA Hedging Agreement and (ii) any Secured Hedging Agreement (as defined in the Collateral Trust Agreement).

"**Secured Parties**" shall mean the Secured Bank Parties, the Collateral Trustee (for so long as the Collateral Trust Agreement is in effect), each other First Lien Secured Party (other than the Secured Bank Parties) and each sub-agent appointed by the Collateral Representative with respect to matters relating to any Security Document.

"**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Securitization Asset**" shall mean (a) any accounts receivable, inventory or related assets and the proceeds thereof, in each case, subject to a Securitization Facility and (b) all collateral securing such receivable, inventory or related asset, all contracts and contract rights, guaranties or other obligations in respect of such receivable, inventory or related asset, lockbox accounts and records with respect to such account or asset and all proceeds of such assets and any other assets customarily transferred (or in respect of which security interests are customarily granted), together with accounts or assets in a securitization financing and which in the case of clause (a) and (b) above are sold, conveyed, assigned or otherwise transferred or pledged in connection with a Qualified Securitization Financing.

"**Securitization Facility**" shall mean any transaction or series of securitization financings that may be entered into by the Borrower or any Restricted Subsidiary pursuant to which the Borrower or any such Restricted Subsidiary may sell, convey, assign, contribute or otherwise transfer, or may grant a security interest in, Securitization Assets, directly or indirectly, to either (a) a Person that is not the Borrower or a Restricted Subsidiary or (b) a Securitization Subsidiary that in turn sells such Securitization Assets to a Person that is not the Borrower or a Restricted Subsidiary, or may grant a security interest in, any Securitization Assets of the Borrower or any of its Subsidiaries.

"**Securitization Fees**" shall mean distributions or payments made directly or by means of discounts with respect to any Securitization Asset or participation interest therein issued or sold in connection with, and other fees and expenses (including reasonable fees and expenses of legal counsel) paid to a Person that is not the Borrower or a Restricted Subsidiary in connection with, any Qualified Securitization Financing.

"**Securitization Repurchase Obligation**" shall mean any obligation of a seller or servicer (or any guaranty of such obligation) of (i) Receivables Facility Assets under a Permitted Receivables Financing to repurchase, or otherwise make payments with respect to, Receivables Facility Assets or (ii) Securitization Assets in a Qualified Securitization Financing to repurchase, or otherwise make payments with respect to, Securitization Assets, in either case, arising as a result of a breach of a representation, warranty or covenant or otherwise, including, without limitation, as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller or servicer.

"**Securitization**" shall mean a public or private offering by a Lender or any of its Affiliates or their respective successors and assigns of securities or notes which represent an interest in, or which are collateralized, in whole or in part, by the Loans and the Lender's rights under the Credit Documents.

"**Securitization Subsidiary**" shall mean any Subsidiary of the Borrower in each case formed for the purpose of, and that solely engages in, one or more Qualified Securitization Financings and other activities reasonably related thereto or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which the Borrower or any Restricted Subsidiary makes an Investment and to which the Borrower or such Restricted Subsidiary sells, conveys, assigns or otherwise transfers Securitization Assets and related assets.

"**Security Agreement**" shall mean the Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time), entered into by the Borrower, the other grantors party thereto and the Collateral Trustee for the benefit of the Secured Parties.

"**Security Documents**" shall mean, collectively, (a) the Security Agreement, (b) the Pledge Agreement, (c) the Mortgages, (d) the Collateral Trust Agreement, the First Lien Intercreditor Agreement (if any), the Junior Lien Intercreditor Agreement (if any), and any other intercreditor agreement executed and delivered pursuant to Section 10.2 and (e) each other security agreement or other instrument or document executed and delivered pursuant to Section 9.11, 9.12, or 9.14 or pursuant to any other such Security Documents.

"**Senior Notes Trustee**" shall have the meaning provided in the definition of "2023 Notes Indenture."

"**Series**" shall have the meaning provided in Section 2.14(a).

"**Shared Services and Tax Agreements** " shall mean, collectively, (i) any shared services or similar agreement to which the Borrower or any of its Restricted Subsidiaries is a party and (ii) any tax sharing agreements to which the Borrower or any of its Restricted Subsidiaries is a party.

"**Similar Business**" shall mean any business conducted or proposed to be conducted by the Borrower and the Restricted Subsidiaries, taken as a whole, on the Closing Date or any other business activities which are reasonable extensions thereof or otherwise similar, incidental, corollary, complementary, synergistic, reasonably related, or ancillary to any of the foregoing (including non-core incidental businesses acquired in connection with any Permitted Acquisition or permitted Investment), in each case as determined by the Borrower in good faith.

"**SOFR**" means a rate equal to the secured overnight financing rate as administered by the NYFRB (or a successor administrator of the secured overnight financing rate).

"**SOFR Administrator**" shall mean the NYFRB (or a successor administrator of the secured overnight financing rate).

"**SOFR Administrator's Website**" shall mean the NYFRB's website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"**SOFR Determination Date**" shall have the meaning provided in the definition of "Daily Simple SOFR".

"**SOFR Rate Day**" shall have the meaning provided in the definition of "Daily Simple SOFR".

"**Solvency Certificate**" shall mean a Solvency Certificate substantially in the form of Exhibit E.

"**Solvent**" shall have the meaning assigned to it in the Solvency Certificate.

"**Specified Default**" shall mean any Event of Default under Sections 11.1 or 11.5.

"**Specified Existing Revolving Commitment**" shall have the meaning provided in Section 2.15(a)(ii).

"**Specified Representations**" shall mean the representations and warranties made by the Borrower and, and to the extent applicable, the Guarantors, set forth in (i) Section 8.1(a) (solely with respect to valid existence), (ii) Section 8.2, (iii) Section 8.3(c) (solely with respect to the Organizational Documents of any Credit Party), (iv) Section 8.5, (v) Section 8.7, (vi) Section 8.16 (which shall be satisfied by the delivery of a Solvency Certificate), (vii) Section 8.17, and (viii) the last sentence of Section 8.19.

"**Specified Revolving L/C Commitment**" shall mean, with respect to any Revolving L/C Issuer, the amount set forth opposite such Revolving L/C Issuer's name on Schedule 1.1(a) or such other amount agreed to between the Borrower and such Revolving L/C Issuer or as is specified in the agreement pursuant to which such Person becomes a Revolving L/C Issuer entered into pursuant to Section 3.6(a) hereof.

"**Specified Term L/C Commitment**" shall mean, with respect to any Term L/C Issuer, the amount set forth opposite such Term L/C Issuer's name on Schedule 1.1(a) directly below the column entitled "Term L/C Commitment" or such other amount as agreed to between the Borrower and such Term L/C Issuer or as is specified in the agreement pursuant to which such Person becomes a Term L/C Issuer entered into pursuant to Section 3.6(a) hereof.

"**Specified Transaction**" shall mean, with respect to any period, any Investment, the signing of a letter of intent or purchase agreement with respect to any Investment, any Disposition of assets, Permitted Sale Leaseback, incurrence or repayment of Indebtedness, dividend, Subsidiary designation, Incremental Term B Loan, Incremental Term C Loan, Incremental Revolving Commitments, Incremental Revolving Loans or other event that by the terms of this Agreement requires "Pro Forma Compliance" with a test or covenant hereunder or requires such test or covenant to be calculated on a "Pro Forma Basis".

"**SPV**" shall have the meaning provided in Section 13.6(g).

"**Standard Securitization Undertakings**" shall mean representations, warranties, covenants and indemnities entered into by the Borrower or any Restricted Subsidiary which the Borrower has determined in good faith to be customary in a Securitization Facility, including, without limitation, those relating to the servicing of the assets of a Securitization Subsidiary, it being understood that any Securitization Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"**Stated Amount**" of any Letter of Credit shall mean the maximum amount from time to time available to be drawn thereunder, determined without regard to whether any conditions to drawing could then be met.

"**Stated Maturity**" shall mean, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for payment thereof; provided that, with respect to any pollution control revenue bonds or similar instruments, the Stated Maturity of any series thereof shall be deemed to be the date set forth in any instrument governing such Indebtedness for the remarketing of such Indebtedness.

"**Stock**" shall mean shares of capital stock or shares in the capital, as the case may be (whether denominated as common stock or preferred stock or ordinary shares or preferred shares, as the case may be), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity, whether voting or non-voting, provided that any instrument evidencing Indebtedness convertible or exchangeable for Stock shall not be deemed to be Stock unless and until such instrument is so converted or exchanged.

"**Stock Equivalents**" shall mean all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable, provided that any instrument evidencing Indebtedness convertible or exchangeable for Stock Equivalents shall not be deemed to be Stock Equivalents unless and until such instrument is so converted or exchanged.

"**Subsequent Transaction**" shall have the meaning provided in Section 1.11.

"**Subsidiary Guarantor**" shall mean each Guarantor that is a Subsidiary of the Borrower.

"**Subsidiary**" of any Person shall mean and include (a) any corporation more than 50% of whose Stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time Stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries and (b) any limited liability company, partnership, association, joint venture or other entity of which such Person directly or indirectly through Subsidiaries has more than a 50% equity interest at the time or is a controlling general partner. Unless otherwise expressly provided, all references herein to a "Subsidiary" shall mean a Subsidiary of the Borrower.

"**Successor Borrower**" shall have the meaning provided in Section 10.3(a).

"**Survey**" shall mean a survey of any Mortgaged Property (and all improvements thereon), including a survey based on aerial photography or a ZipMap that is (a) sufficient, either alone or in connection with a survey (or "no change") affidavit in form and substance customary in the applicable jurisdiction, for the Title Company to remove (to the extent permitted by Applicable Law) or amend all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue such endorsements or other survey

coverage, to the extent available in the applicable jurisdiction, as the Collateral Agent (acting at the direction of the Administrative Agent) may reasonably request or (b) otherwise reasonably acceptable to the Collateral Agent (acting at the direction of the Administrative Agent), taking into account the size, type and location of the Real Estate covered thereby.

"**Susquehanna**" shall mean Susquehanna Nuclear, LLC and any of its successors and assigns.

"**Susquehanna Assets**" shall mean any equity interests of Susquehanna or any assets (other than cash and Cash Equivalents) owned by Susquehanna as of the Closing Date.

"**Susquehanna Event of Default**" shall mean (i) the making of any Restricted Payment by the Borrower or any Restricted Subsidiary of all or a portion of the Susquehanna Assets, (ii) the making of any Investment in any Person by the Borrower or any Restricted Subsidiary using all or a portion of the Susquehanna Assets or (iii) any transaction entered into by the Borrower or any Restricted Subsidiary in which Susquehanna ceases to be a Subsidiary Guarantor other than a transaction that complies with Section 10.3; provided, that none of the following shall be considered a "Susquehanna Event of Default": any sale or other Disposition of Susquehanna Assets with an aggregate fair market value per 12-month period equal to or less than $2,000,000, (y) any sale or other Disposition of Susquehanna Assets that occurs in ordinary course of business and consistent with past practice and (z) any sale or other Disposition, Restricted Payment or Investment involving Susquehanna Assets among the Borrower and one or more Subsidiary Guarantors; provided further that in the case of clauses (x) and (y) above, any such Susquehanna Assets not transferred or subject to such Disposition shall be held by the Borrower or one or more Subsidiary Guarantors.

"**Swap Obligation**" shall mean, 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.

"**Swap Termination Value**" shall mean, in respect of any one or more Hedging Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Agreements, (a) for any date on or after the date such Hedging Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined in accordance with GAAP.

"**Taxes**" shall mean any and all present or future taxes, duties, levies, imposts, assessments, deductions, withholdings (including backup withholdings) or other similar charges imposed by any Governmental Authority whether computed on a separate, consolidated, unitary, combined or other basis and any interest, fines, penalties or additions to tax with respect to the foregoing.

"**Term B Extension Request**" shall have the meaning provided in Section 2.15(a)(i).

"**Term B Facility**" shall mean the facility providing for the Term B Loans.

"**Term B Increase**" shall have the meaning provided in Section 2.14(a).

"**Term B Lender**" shall mean each Lender holding a Term B Loan.

"**Term B Loans**" shall mean the Initial Term B Loans, any Incremental Term B Loan, any Replacement Term B Loan, any Refinancing Term B Loans or any Extended Term B Loans, as applicable.

"**Term B Maturity Date**" shall mean May 17, 2030.

"**Term C Collateral Account Balance**" shall mean, at any time, with respect to any Term C Collateral Account, the aggregate amount on deposit in such Term C Collateral Account. References herein and in the other Credit Documents to the Term C Collateral Account Balance shall be deemed to refer to the Term C Collateral Account Balance in respect of the applicable Term C Collateral Account or to the Term C Collateral Account Balance in respect of all Term C Collateral Accounts, as the context may require.

"**Term C Collateral Account**" shall mean one or more cash collateral accounts or securities accounts established pursuant to, and subject to the terms of, Section 3.9 for the purpose of cash collateralizing the Term L/C Obligations in respect of Term Letters of Credit.

"**Term C Extension Request**" shall have the meaning provided in Section 2.15(a)(iii). "**Term C Facility**" shall mean the facility providing for the Term C Loans.

"**Term C Increase**" shall have the meaning provided in Section 2.14(a). "**Term C Lender**" shall mean each Lender holding a Term C Loan.

"**Term C Loan**" shall mean the Initial Term C Loans, any Incremental Term C Loans, any Extended Term C Loans, any Refinancing Term C Loans, or any Replacement Term C Loans, as applicable.

"**Term C Maturity Date**" shall mean May 17, 2030.

"**Term L/C Cash Coverage Requirement**" shall have the meaning provided in Section 3.9.

"**Term L/C Obligations**" shall mean, as at any date of determination, the aggregate Stated Amount of all outstanding Term Letters of Credit plus the aggregate principal amount of all Unpaid Drawings under all Term Letters of Credit. For all purposes of this Agreement, if on any date of determination a Term Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of any law or rule of uniform practices to which any Term Letter of Credit is subject (including Rule 3.13 and Rule 3.14 of the ISP) or similar terms in the Term Letter of Credit itself, such Term Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"**Term L/C Permitted Investments**" shall mean:

(a) any Permitted Investments described in clauses (a) through (g) of the definition thereof; and

(b) such other securities as agreed to by the Borrower and the applicable Term L/C Issuer from time to time.

"**Term L/C Termination Date**" shall mean the date that is five Business Days prior to the Term C Maturity Date or any applicable Incremental Term C Maturity Date.

"**Term L/C Commitment**" shall mean $470,000,000, as the same may be reduced from time to time pursuant to Section 2.5(a) or Section 5.2(d).

"**Term L/C Issuer**" shall mean (a) on the Closing Date, (i) the Bank of Montreal, Goldman Sachs Banks USA, Royal Bank of Canada and MUFG Bank, Ltd. and (b) at any time such Person who shall become a Term L/C Issuer pursuant to Section 3.6 (it being understood that if any such Person ceases to be a Lender hereunder, such Person will remain a Term L/C Issuer with respect to any Term Letters of Credit issued by such Person that remained outstanding as of the date such Person ceased to be a Lender). Any Term L/C Issuer may, in its discretion, arrange for one or more Term Letters of Credit to be issued by Affiliates of such Term L/C Issuer reasonably acceptable to the Borrower, and in each such case the term "Term L/C Issuer" shall include any such Affiliate or Lender with respect to Term Letters of Credit issued by such Affiliate or Lender. References herein and in the other Credit Documents to the Term L/C Issuer shall be deemed to refer to the Term L/C Issuer in respect of the applicable Term Letter of Credit or to all Term L/C Issuers, as the context requires.

"**Term L/C Reimbursement Obligations**" shall mean the obligations of the Credit Parties to reimburse and repay Unpaid Drawings on any Term Letter of Credit pursuant to the terms and conditions set forth in Section 3.4 of this Agreement.

"**Term Letter of Credit**" shall mean each letter of credit issued pursuant to Section 3.1(b)(i).

"**Term Letters of Credit Outstanding**" shall mean, at any time, with respect to any Term L/C Issuer, the sum of, without duplication, (a) the aggregate Stated Amount of all outstanding Term Letters of Credit issued by such Term L/C Issuer and (b) the aggregate principal amount of all Unpaid Drawings in respect of all such Term Letters of Credit. References herein and in the other Credit Documents to the Term Letters of Credit Outstanding shall be deemed to refer to the Term Letters of Credit Outstanding in respect of all Term Letters of Credit issued by the applicable Term L/C Issuer or to the Term Letters of Credit Outstanding in respect of all Term Letters of Credit, as the context requires.

"**Term Loan Lender**" shall mean each Lender holding a Term Loan.

"**Term Loans**" shall mean the Initial Term B Loans, Initial Term C Loans, any Incremental Term Loan, any Replacement Term Loan, any Refinancing Term Loans or any Extended Term Loans, as applicable.

"**Term SOFR Borrowing**" shall mean, as to any Borrowing, the Term SOFR Loans comprising such Borrowing.

"**Term SOFR Determination Day**" shall have the meaning provided in the definition of "Term SOFR Reference Rate".

"**Term SOFR Loan**" shall mean a Loan bearing interest at a rate based on the Adjusted Term SOFR Rate, other than pursuant to clause (c) of the definition of "ABR".

"**Term SOFR Rate**" shall mean, for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 6:00 a.m. two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"**Term SOFR Reference Rate**" shall mean, for any day and time (such day, the "**Term SOFR Determination Day**"), for any tenor comparable to the applicable Interest Period, the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than three (3) Business Days prior to such Term SOFR Determination Day.

"**Test Period**" shall mean, for any determination under this Agreement, the four consecutive fiscal quarters of the Borrower then last ended and for which Section 9.1 Financials have been or were required to have been delivered (or, before the first delivery of Section 9.1 Financials, the four fiscal quarter period ending on March 31, 2023).

"**Title Company**" shall mean Fidelity National Title Insurance Company.

"**Total Additional Revolving Commitment**" shall mean the sum of the Additional Revolving Commitments of all the Additional Revolving Lenders.

"**Total Commitment**" shall mean the sum of the Commitments of all Lenders.

"**Total Credit Exposure**" shall mean, at any date, the sum, without duplication, of (a) the Total Commitment at such date, (b) if any of the Total Revolving Commitments shall have terminated on or prior to such date, the sum of (i) the aggregate outstanding principal amount of all Revolving Loans, in respect of such tranche of the Lenders most recently holding such

terminated Commitments at such date and (ii) the aggregate exposure in respect of Revolving Letters of Credit of such Lenders at such date (which sum of the foregoing clauses (i) and (ii) shall, in the case of any such Lenders that are Revolving Lenders, be equal to the aggregate Revolving Credit Exposure of such Lenders), (c) the aggregate outstanding principal amount of all Term B Loans at such date and (d) the aggregate outstanding principal amount of all Term C Loans at such date.

"**Total Extended Revolving Commitment**" shall mean the sum of the Extended Revolving Commitments on such date of all Lenders of each Extension Series.

"**Total Revolving Commitment**" shall mean the sum of the Revolving Commitments of all the Lenders.

"**Transaction Expenses**" shall mean any fees, costs, liabilities or expenses incurred or paid by the Borrower or any of its Subsidiaries in connection with the Transactions, this Agreement and the other Credit Documents and the transactions contemplated hereby and thereby including in respect of the commitments, negotiation, syndication, documentation and closing (and post-closing actions in connection with the Collateral) of the Credit Facilities, the 2023 Notes and the Barclays Facility.

"**Transactions**" shall mean, collectively, the (i) transactions contemplated by this Agreement to occur on or around the Closing Date (including the Closing Refinancing and the entering into and funding hereunder and the payment of the Transaction Expenses), (ii) the consummation of the Equity Rights Offering, (iii) the issuance of the 2023 Notes, (iv) the establishment of the Barclays Facility and (v) and the transactions in connection with the consummation of the Plan, and the payment of fees, costs, liabilities and expenses in connection with each of the foregoing and the consummation of any other transaction connected with the foregoing.

"**Transferee**" shall have the meaning provided in Section 13.6(e).

"**Trust Indenture Act**" shall have the meaning provided in Section 12.11.

"**Type**" shall mean, as to any Revolving Loan, its nature as an ABR Loan or a Term SOFR Loan.

"**U.S. Government Securities Business Day**" shall mean any day excluding Saturday, Sunday and any other day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"**U.S. Lender**" shall mean any Agent or Lender that is a U.S. Person.

"**U.S. Person**" shall mean any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"**UCC**" shall mean the Uniform Commercial Code of the State of New York or of any other state the laws of which are required to be applied in connection with the security interests in any Collateral.

"**UK Financial Institution**" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**Unadjusted Benchmark Replacement**" shall mean the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"**Unfunded Current Liability**" of any Benefit Plan shall mean the amount, if any, by which the Accumulated Benefit Obligation (as defined under Statement of Financial Accounting Standards No. 87 ("**SFAS 87**")) under the Benefit Plan as of the close of its most recent plan year, determined in accordance with SFAS 87 as in effect on the Closing Date, exceeds the fair market value of the assets allocable thereto.

"**Unit**" shall mean an individual power plant generation system comprised of all necessary physically connected generators, reactors, boilers, combustion turbines and other prime movers operated together to independently generate electricity.

"**Unpaid Drawing**" shall have the meaning provided in Section 3.4(a).

"**Unrestricted Cash**" shall mean, without duplication, (a) all cash and cash equivalents included in the cash and cash equivalents accounts listed on the consolidated balance sheet of the Borrower and the Restricted Subsidiaries as at such date (other than any such amounts listed as "restricted cash" thereon) and (b) all margin deposits related to commodity positions listed as assets on the consolidated balance sheet of the Borrower and the Restricted Subsidiaries; provided that Unrestricted Cash shall not include any amounts on deposit in or credited to any Term C Collateral Account.

"**Unrestricted Subsidiary**" shall mean (a) any Subsidiary of the Borrower that is listed on Schedule 1.1(g) hereto, (b) any Subsidiary of the Borrower that is designated as an Unrestricted Subsidiary after the Closing Date; provided that at such time (or promptly thereafter) the Borrower designates such Subsidiary an Unrestricted Subsidiary in a written notice to the Administrative Agent, (c) any Restricted Subsidiary subsequently designated as an Unrestricted Subsidiary by the Borrower in a written notice to the Administrative Agent; provided that in the case of (b) and (c), (x) such designation shall be deemed to be an Investment (or reduction in an outstanding Investment, in the case of a designation of an Unrestricted Subsidiary as a Restricted Subsidiary) on the date of such designation in an amount equal to the

net book value of the investment therein and such designation shall be permitted only to the extent permitted under Section 10.5 on the date of such designation and (y) no Event of Default exists or would result from such designation after giving Pro Forma Effect thereto and (d) each Subsidiary of an Unrestricted Subsidiary. No Subsidiary may be designated as an Unrestricted Subsidiary if, after such designation, it would be a "Restricted Subsidiary" for the purpose of (or otherwise subject to the covenants governing) any Material Indebtedness for borrowed money that is secured on a pari passu basis with the Credit Facilities. The Borrower may, by written notice to the Administrative Agent, re-designate any Unrestricted Subsidiary as a Restricted Subsidiary, and thereafter, such Subsidiary shall no longer constitute an Unrestricted Subsidiary, but only if (x) to the extent such Subsidiary has outstanding Indebtedness on the date of such designation, immediately after giving effect to such designation, the Borrower shall be in compliance, on a Pro Forma Basis, after giving effect to the incurrence of such Indebtedness, with the covenant set forth in Section 10.9 (to the extent such covenant is then required to be tested) and (y) no Event of Default exists or would result from such re-designation. Notwithstanding the foregoing, no Subsidiary may be designated as an Unrestricted Subsidiary if such Subsidiary owns any Material Intellectual Property at the time of designation.

"**Voting Stock**" shall mean, with respect to any Person, such Person's Stock or Stock Equivalents having the right to vote for the election of directors or other governing body of such Person under ordinary circumstances.

"**Weighted Average Life to Maturity** " shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining scheduled installment, sinking fund, serial maturity or other required scheduled payments of principal, including payment at final scheduled maturity, in respect thereof by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then-outstanding principal amount of such Indebtedness; provided that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended (the "**Applicable Indebtedness**"), the effects of any prepayments or amortization made on such Applicable Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded.

"**Wholly Owned**" shall mean, with respect to the ownership by a Person of a Subsidiary, that all of the Stock of such Subsidiary (other than directors' qualifying shares or nominee or other similar shares required pursuant to Applicable Law) are owned by such Person or another Wholly Owned Subsidiary of such Person.

"**Withdrawal Liability**" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

"**Write-Down and Conversion Powers**" shall mean, (a) 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 and (b)

with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

"**Yield**" shall mean, with respect to any Commitments and/or Loans, on any date of determination, the yield to maturity, in each case, based on the interest rate applicable to such Commitments and/or Loans on such date and giving effect to interest rate floors (*provided* that, to the extent the applicable interest rate floors are higher than the applicable interest rates, such interest rate shall be increased to the extent of such differential between such applicable interest rate floors and such applicable interest rates), and any original issue discount or upfront fees (amortized over four years), but excluding any structuring, end of term, amendment, underwriting, ticking, arrangement, commitment and other similar fees not payable to all Lenders generally providing such Commitments and/or Loans.

1.2. Other Interpretive Provisions. With reference to this Agreement and each other Credit Document, unless otherwise specified herein or in such other Credit Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein", "hereto", "hereof" and "hereunder" and words of similar import when used in any Credit Document shall refer to such Credit Document as a whole and not to any particular provision thereof.

(c) Article, Section, Exhibit and Schedule references are to the Credit Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(f) The words "asset" and "property" shall be construed to have the same meaning and effect and refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(g) All references to "knowledge" or "awareness" of any Credit Party or a Restricted Subsidiary thereof means the actual knowledge of an Authorized Officer of a Credit Party or such Restricted Subsidiary.

(h) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including".

(i) Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all of the functions thereof.

(j) Section headings herein and in the other Credit Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Credit Document.

(k) For purposes of determining compliance with any one of Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7 and 9.9, (i) in the event that any Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness meets the criteria of more than one of the categories of transactions permitted pursuant to any clause of such Section, such transaction (or portion thereof) at any time and from time to time shall be permitted under one or more of such clauses as determined by the Borrower (and the Borrower shall be entitled to redesignate use of any such clauses from time to time) in its sole discretion at such time; provided that all Indebtedness outstanding under the Credit Documents will be deemed at all times to have been incurred in reliance only on the exception in clause (a) of Section 10.1 and (ii) with respect to any Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness or other applicable transaction in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness or other applicable transaction is made (so long as such Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness or other applicable transaction at the time incurred or made was permitted hereunder).

(l) All references to "in the ordinary course of business" of the Borrower or any Subsidiary thereof means (i) in the ordinary course of business of, or in furtherance of an objective that is in the ordinary course of business of the Borrower or such Subsidiary, as applicable, (ii) customary and usual in the industry or industries of the Borrower and its Subsidiaries in the United States or any other jurisdiction in which the Borrower or any Subsidiary does business, as applicable, or (iii) generally consistent with the past or current practice of the Borrower or such Subsidiary, as applicable, or any similarly situated businesses in the United States or any other jurisdiction in which the Borrower or any Subsidiary does business, as applicable.

(m) The term "fair market value" is by way of example and not limitation and means fair market value as determined by the Borrower in good faith.

1.3. Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP.

(b) Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under the Financial Accounting Standards Board's Accounting Standards Codification No. 825—Financial Instruments, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of the Borrower or any Subsidiary at "fair value" as defined therein.

(c) Notwithstanding anything to the contrary herein, (i) for purposes of determining compliance with any test or covenant contained in this Agreement with respect to any period during which any Specified Transaction occurs (or, for purposes of determining compliance with any test or covenant governing the permissibility of any transaction hereunder, during such period and thereafter and on or prior to such date of determination), Consolidated Adjusted EBITDA, Consolidated Total Assets, the Consolidated Total Net Leverage Ratio, the Consolidated First Lien Net Leverage Ratio, and the Consolidated Secured Net Leverage Ratio shall each be calculated with respect to such period and such Specified Transaction on a Pro Forma Basis and (ii) for purposes of determining compliance with any ratio governing the permissibility of any transaction to be consummated on a Pro Forma Basis hereunder, (A) the cash proceeds of any incurrence of debt then being incurred in connection with such transaction shall not be netted from Consolidated Total Debt and (B) Consolidated Total Debt shall be calculated after giving effect to any prepayment of Indebtedness, in each case, for purposes of calculating the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio or Consolidated Total Net Leverage Ratio, as applicable. If since the beginning of any applicable Test Period, any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of the Restricted Subsidiaries, in each case, since the beginning of such Test Period shall have made any Specified Transaction that would have required adjustment pursuant to this definition, then such financial ratio or test (or Consolidated Adjusted EBITDA or Consolidated Total Assets) shall be calculated to give *pro forma* effect thereto in accordance with this definition.

(d) Notwithstanding anything to the contrary, (i) notwithstanding any change in GAAP after December 31, 2018 that would require lease obligations that would be treated as operating leases as of December 31, 2018 to be classified and accounted for as Capital Leases or finance leases or otherwise reflected on the Borrower's consolidated balance sheet, such obligations shall continue to be excluded from the definition of Indebtedness and (ii) any lease that would have been considered an operating lease under GAAP in effect as of December 31, 2018 shall be treated as an operating lease for all purposes under this Agreement and the other

Credit Documents, and obligations in respect thereof shall be excluded from the definition of Indebtedness.

(e) With respect to the determination of Consolidated Adjusted EBITDA, Consolidated Total Assets, the Consolidated First Lien Net Leverage Ratio, the Consolidated Total Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or any determination under any other applicable provision of the Credit Documents (including the definition of Immaterial Subsidiary) made on or prior to the date on which financial statements for the fiscal quarter ending June 30, 2023 described in Section 9.1(b) have been delivered (or were required to have been delivered), such calculation will be determined for the period of four consecutive fiscal quarters ended March 31, 2023.

1.4. Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.5. References to Agreements, Laws, Etc. Unless otherwise expressly provided herein, (a) references to organizational documents, agreements (including the Credit Documents) and other Contractual Requirements shall be deemed to include all subsequent amendments, restatements, amendment and restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, amendment and restatements, extensions, supplements and other modifications are permitted by any Credit Document and (b) references to any Requirement of Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Requirement of Law.

1.6. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

1.7. Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

1.8. Currency Equivalents Generally. For purposes of determining compliance under Sections 10.4, 10.5 and 10.6 with respect to any amount denominated in any currency other than Dollars (other than with respect to (a) any amount derived from the financial statements of the Borrower and the Subsidiaries of the Borrower or (b) any Indebtedness denominated in a currency other than Dollars), such amount shall be deemed to equal the Dollar equivalent thereof based on the average Exchange Rate for such other currency for the most recent twelve-month period immediately prior to the date of determination determined in a manner consistent with that used in calculating Consolidated Adjusted EBITDA for the related period. For purposes of determining compliance with Sections 10.1, 10.2 and 10.5, with respect to any amount of

Indebtedness in a currency other than Dollars, compliance will be determined at the time of incurrence or advancing thereof using the Dollar equivalent thereof at the Exchange Rate in effect at the time of such incurrence or advancement.

1.9. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "SOFR Loan") or by Class and Type (e.g., a "SOFR Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Credit Borrowing") or by Type (e.g., a "SOFR Borrowing") or by Class and Type (e.g., a "SOFR Revolving Credit Borrowing").

1.10. Hedging Agreements. It is understood, acknowledged and agreed (without limitation) that the following Hedging Agreements and/or Commodity Hedging Agreements shall be deemed to be entered into in the ordinary course of business and not be deemed speculative or entered into for speculative purposes for any purpose of this Agreement and all other Credit Documents: (a) any Commodity Hedging Agreement intended, at trading, inception or execution, to hedge, mitigate or manage any risks related to (i) existing and/or forecasted power generation, capacity or load of the Borrower or the Restricted Subsidiaries (whether owned or contracted) or (ii) any fuel or other inputs related to, or in connection with, any of the items listed in sub-clause (a)(i), (b) any Hedging Agreement intended, at trading, inception or execution, (i) to hedge, mitigate or manage the interest rate exposure associated of the Borrower or the Restricted Subsidiaries (including those arising under any debt securities, debt facilities or leases (existing or forecasted)), (ii) for foreign exchange or currency exchange risk mitigation or management, (iii) to manage commodity portfolio exposure associated with changes in interest rates or (iv) to hedge any exposure that the Borrower or any Restricted Subsidiary may have to counterparties under other Hedging Agreements such that the combination of such Hedging Agreements is not speculative taken as a whole and (c) any Hedging Agreement and/or Commodity Hedging Agreement, as applicable, entered into by the Borrower or any Restricted Subsidiary that was intended, at trading, inception or execution, to unwind or offset (in whole or in part) any Hedging Agreement and/or Commodity Hedging Agreement, as applicable, described in clauses (a) and (b) of this Section 1.10.

1.11. Limited Condition Transactions. In connection with any action being taken in connection with a Limited Condition Transaction, for purposes of (i) determining compliance with any provision of this Agreement which requires the calculation of any financial ratio or test, (ii) determining the accuracy of representations and warranties in Section 8 and/or whether a Default or Event of Default shall have occurred and be continuing under Section 11 or (iii) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of Consolidated Adjusted EBITDA or Consolidated Total Assets), in each case, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "**LCT Election**"), the date of determination of whether any such action is permitted hereunder shall be deemed to be at the option of the Borrower, (i) the date the definitive agreement for such Limited Condition Transaction is entered into (or the date of the effectiveness of any documentation or agreement with a substantially similar effect as a binding acquisition agreement), (ii) at the time that binding commitments to provide any debt contemplated or incurred in connection therewith are provided or at the time such debt is

incurred or (iii) at the time of the consummation of the relevant Limited Condition Acquisition (the "**LCT Test Date**"), and if, after giving Pro Forma Effect to the Limited Condition Transaction, the Borrower or any of its Restricted Subsidiaries could have been permitted to take such action on the relevant LCT Test Date in compliance with such ratio, test or basket, such ratio, test or basket shall be deemed to have been complied with. For the avoidance of doubt, if the Borrower has made an LCT Election and, following the LCT Test Date, any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date could have failed to have been satisfied as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in Consolidated Adjusted EBITDA, Consolidated Interest Expense or Consolidated Total Assets following the LCT Test Date but at or prior to the consummation of the relevant Limited Condition Transaction, such baskets, tests or ratios will not be deemed to have failed to have been satisfied as a result of such fluctuations. If the Borrower has made an LCT Election for any Limited Condition Transaction, then in connection with any event or transaction occurring after the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement or date for redemption, repurchase, defeasance, satisfaction and discharge or repayment specified in an irrevocable notice for such Limited Condition Transaction is terminated, expires or passes, as applicable, without consummation of such Limited Condition Transaction (a "**Subsequent Transaction**") in connection with which a ratio, test or basket availability calculation must be made on a Pro Forma Basis or giving Pro Forma Effect to such Subsequent Transaction, for purposes of determining whether such ratio, test or basket availability has been complied with under this Agreement, any such ratio, test or basket shall be required to be satisfied on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith have been consummated until such time as the applicable Limited Condition Transaction has actually closed or the definitive agreement with respect thereto has been terminated.

1.12. Cashless Settlement. Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue or rollover all or a portion of its Loans or Commitments in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent and such Lender.

1.13. Interest Rates; Benchmark Notification. The interest rate on any Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.10(f) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to (a) the continuation of, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability or (b) the effect, implementation or

composition of any Benchmark Replacement Conforming Changes. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.14. Divisions. For all purposes under the Credit Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Stock at such time.

1.15. Compliance with Certain Sections. Notwithstanding anything in this Agreement or any Credit Document to the contrary herein, with respect to any amounts incurred (including any baskets, thresholds, exceptions and any related builder or grower component) or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (any such amounts, the "**Fixed Amounts**") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with any such financial ratio or test (any such amounts, the "**Incurrence-Based Amounts**"), it is understood and agreed that any Fixed Amount (and any cash proceeds thereof) shall be disregarded in the calculation of the financial ratio or test applicable to the relevant Incurrence-Based Amount in connection with such substantially concurrent incurrence and amounts incurred, or transactions entered into or consummated, in reliance on a Fixed Amount (including clause (1)(x) of the definition of Maximum Incremental Facilities Amount) in a concurrent transaction, a single transaction or a series of related transactions with the amount incurred, or transaction entered into or consummated, under the applicable Incurrence-Based Amount, shall not be given effect in calculating the applicable Incurrence-Based Amount (but giving pro forma effect to all applicable and related transactions (including the use of proceeds of all Indebtedness to be incurred and any repayments, repurchases and redemptions of Indebtedness) and all other Pro Forma Adjustments).

SECTION 2. Amount and Terms of Credit

2.1. Commitments.

(a) Subject to and upon the terms and conditions set forth in this Agreement, each Term B Lender holding an Initial Term B Commitment severally and not jointly agrees to make, on the Closing Date, an Initial Term B Loan to the Borrower in Dollars in an amount equal to such Lender's Initial Term B Commitment ~~(each, an "**Initial Term B Loan**" and, collectively, the "**Initial Term B Loans**")~~. Each Lender's Initial Term B Commitment shall terminate immediately and without further action on the Closing Date after giving effect to the funding of such Lender's Initial Term B Commitment on such date. The Initial Term B Loans shall be made on the Closing Date and may be repaid or prepaid in accordance with the provisions hereof, but once repaid or prepaid may not be reborrowed. The Initial Term B Loans may be ABR Loans or Term SOFR Loans as further provided herein.

(b) Subject to and upon the terms and conditions set forth in this Agreement, each Term C Lender holding Initial Term C Commitments severally and not jointly agrees to make, on the Closing Date, an Initial Term C Loan to the Borrower in Dollars in an amount equal to such Lender's Initial Term C Commitment (each, an "**Initial Term C Loan**" and, collectively, the "**Initial Term C Loans**"). Each Lender's Initial Term C Commitment shall terminate immediately and without further action on the Closing Date after giving effect to the funding of such Lender's Initial Term C Commitment on such date. The Initial Term C Loans shall be made on the Closing Date and may be repaid or prepaid in accordance with the provisions hereof, but once repaid or prepaid may not be reborrowed. The Initial Term C Loans may be ABR Loans or Term SOFR Loans as further provided herein.

(c) (i) Subject to and upon the terms and conditions set forth in this Agreement, each Revolving Lender having a Revolving Commitment severally and not jointly agrees to make Revolving Loans in Dollars to the Borrower in an amount equal to such Lender's Revolving Commitment (each, an "**Initial Revolving Loan**" and, collectively, the "**Initial Revolving Loans**").

(ii) Such Revolving Loans (A) shall be made at any time and from time to time on and after the Closing Date and prior to the Revolving Credit Maturity Date, (B) may, at the option of the Borrower, be incurred and maintained as, and/or converted into, ABR Loans or Term SOFR Loans, as applicable; provided that all Revolving Loans made by each of the Lenders pursuant to the same Borrowing shall, unless otherwise specifically provided herein, consist entirely of Revolving Loans of the same Type, (C) may be repaid and reborrowed in accordance with the provisions hereof, (D) shall not, for any Lender at any time with respect to any Class of Revolving Loans, after giving effect thereto and to the application of the proceeds thereof, result in such Lender's Revolving Credit Exposure with respect to such Class at such time exceeding such Lender's Revolving Commitment with respect to such Class at such time, and (E) shall not, after giving effect thereto and to the application of the proceeds thereof, result at any time in the aggregate amount of the Lenders' Revolving Credit Exposures at such time exceeding the Total Revolving Commitment then in effect.

2.2. Minimum Amount of Each Borrowing; Maximum Number of Borrowings. The aggregate principal amount of each Borrowing of Loans shall be in a minimum amount of at least the Minimum Borrowing Amount for such Type of Loans and in a multiple of $1,000,000 in excess thereof (except borrowings to reimburse Unpaid Drawings under Revolving Letters of Credit). More than one Borrowing may be incurred on any date; provided that at no time shall there be outstanding more than (a) 25 Borrowings of Revolving Loans, and (b)(i) 13 Borrowings of Term B Loans that are Term SOFR Loans, (ii) 13 Borrowings of Term C Loans that are Term SOFR Loans and (iii) up to an additional three Borrowings in respect of each Incremental Facility, in each case, under this Agreement. For the avoidance of doubt, unless otherwise determined by the Borrower, all Loans of the same Class and subject to the same Interest Period will constitute one Borrowing.

2.3. Notice of Borrowing; Determination of Class of Loans.

(a) Whenever the Borrower desires to incur Revolving Credit Loans (other than borrowings to reimburse Unpaid Drawings under Revolving Letters of Credit), the Borrower shall give a prior written notice (or a telephonic notice promptly confirmed in writing) of such proposed Borrowing to the Administrative Agent at the Administrative Agent's Office, (i) in the case of each Borrowing of Revolving Credit Loans if all or any of such Revolving Credit Loans are to initially be Term SOFR Loans, prior to 2:00 p.m. at least three (3) U.S. Government Securities Business Days prior to such proposed Borrowing (or such shorter time as may be acceptable to the Administrative Agent in its reasonable discretion) and (ii) in the case of each Borrowing of Revolving Credit Loans if all or any of such Revolving Credit Loans are to initially be ABR Loans, prior to 1:00 p.m. on the date of such proposed Borrowing. Each such Notice of Borrowing shall specify (i) the aggregate principal amount of the Revolving Credit Loans to be made pursuant to such Borrowing, (ii) the date of the Borrowing (which shall be a Business Day), and (iii) whether the Borrowing shall consist of ABR Loans and/or Term SOFR Loans and, if Term SOFR Loans, the Interest Period to be initially applicable thereto. The Administrative Agent shall promptly give each Revolving Credit Lender written notice (or telephonic notice promptly confirmed in writing) of each proposed Borrowing of Revolving Credit Loans, of such Lender's Revolving Credit Commitment Percentage thereof and of the other matters covered by the related Notice of Borrowing.

(b) Borrowings of Revolving Loans to reimburse Unpaid Drawings under Revolving Letters of Credit shall be made upon the notice specified in Section 3.4(a).

(c) Without in any way limiting the obligation of the Borrower to confirm in writing any notice it may give hereunder by telephone, the Administrative Agent may act prior to receipt of written confirmation without liability upon the basis of such telephonic notice believed by the Administrative Agent in good faith to be from an Authorized Officer of the Borrower.

(d) The Borrower shall give to the Administrative Agent at the Administrative Agent's Office prior written notice of the Borrowing of the Initial Term B Loans and/or the Initial Term C Loans no later than 2:00 p.m. at least three U.S. Government Securities Business Days prior to the Closing Date (or such shorter time as may be acceptable to the Administrative Agent in its reasonable discretion). Such Notice of Borrowing shall specify (i) the aggregate

principal amount of the Initial Term B Loans and/or Initial Term C Loans to be made, (ii) the date of the Borrowing (which shall be a Business Day), and (iii) whether the Borrowing shall consist of ABR Loans and/or Term SOFR Loans and, if Term SOFR Loans, the Interest Period to be initially applicable thereto. The Administrative Agent shall promptly give each Initial Term B Lender and/or Initial Term C Lender written notice (or telephonic notice promptly confirmed in writing) of such proposed Borrowing of Initial Term B Loans and/or Initial Term C Loans and of the other matters covered by the related Notice of Borrowing.

2.4. Disbursement of Funds.

(a) No later than 2:00 p.m. on the date specified in each Notice of Borrowing (including Borrowings of Revolving Loans to reimburse Unpaid Drawings under Revolving Letters of Credit), each Lender will make available its *pro rata* portion, if any, of each Borrowing requested to be made on such date in the manner provided below.

(b) Each Lender shall make available all amounts required under any Borrowing for its applicable Commitments in immediately available funds to the Administrative Agent at the Administrative Agent's Office in Dollars, and the Administrative Agent will (except in the case of Borrowings of Revolving Loans to reimburse Unpaid Drawings under Revolving Letters of Credit) make available to the Borrower, by depositing to an account designated by the Borrower to the Administrative Agent the aggregate of the amounts so made available in Dollars. Unless the Administrative Agent shall have been notified by any Lender prior to the date of any such Borrowing that such Lender does not intend to make available to the Administrative Agent its portion of the Borrowing or Borrowings to be made on such date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date of Borrowing, and the Administrative Agent, in reliance upon such assumption, may (in its sole discretion and without any obligation to do so) make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender and the Administrative Agent has made available such amount to the Borrower, the Administrative Agent shall be entitled to recover such corresponding amount from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor the Administrative Agent shall promptly notify the Borrower in writing and the Borrower shall immediately pay such corresponding amount to the Administrative Agent in Dollars. The Administrative Agent shall also be entitled to recover from such Lender or the Borrower interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the Borrower to the date such corresponding amount is recovered by the Administrative Agent, at a rate *per annum* equal to (i) if paid by such Lender, the Overnight Rate or (ii) if paid by the Borrower, the then-applicable rate of interest or fees, calculated in accordance with Section 2.8, for Loans of the applicable Class.

(c) Nothing in this Section 2.4 shall be deemed to relieve any Lender from its obligation to fulfill its commitments hereunder or to prejudice any rights that the Borrower may have against any Lender as a result of any default by such Lender hereunder (it being understood,

however, that no Lender shall be responsible for the failure of any other Lender to fulfill its commitments hereunder).

2.5. Repayment of Loans; Evidence of Debt.

(a) The Borrower shall repay to the Administrative Agent, for the benefit of the applicable Lenders, on the applicable Maturity Date, (i) the then outstanding Term B Loans and Term C Loans and (ii) the then outstanding Revolving Loans. Upon the repayment of the then outstanding Term C Loans on the applicable Maturity Date, the Term L/C Commitment shall be reduced by an amount equal to the portion of such repayment constituting principal as provided in Section 4.3(b) and the Borrower shall be permitted to withdraw an amount up to the amount of such prepayment from the Term C Collateral Account to complete such repayment as, and to the extent, provided in Section 4.3(b).

(b) The Borrower shall repay to the Administrative Agent, in Dollars, for the benefit of the Lenders of the Initial Term B Loans~~,~~ (including, for the avoidance of doubt, the 2023-1 Incremental Term B Loans), on the last Business Day of each March, June, September and December commencing September 30, 2023, an aggregate principal amount equal to 0.25% of the aggregate principal amount of all Initial Term B Loans (including, for the avoidance of doubt, the 2023-1 Incremental Term B Loans) outstanding on the ~~Closing~~Amendment No. 1 Effective Date (each such repayment amount, an "**Initial Term B Repayment Amount**"), which payments shall be reduced as a result of prepayments of the Initial Term B Loans (including, for the avoidance of doubt, the 2023-1 Incremental Term B Loans) in accordance with this Agreement, including Sections 5.1, ~~5.2~~5.2 and ~~13.6(h)~~13.6(h).

(c) In the event any Incremental Term B Loans are made after the Closing Date, such Incremental Term B Loans shall be repaid in amounts (each, an "**Incremental Term B Repayment Amount**") and on dates as agreed between the Borrower and the relevant Lenders of such Incremental Term B Loans, subject to the requirements set forth in Section 2.14. In the event that any Extended Term B Loans are established, such Extended Term B Loans shall, subject to Section 2.15, be repaid by the Borrower in the amounts (each, an "**Extended Term B Repayment Amount**") and on the dates set forth in the applicable Extension Amendment. In the event any Extended Revolving Commitments are established, such Extended Revolving Commitments shall, subject to Section 2.15, be terminated (and all Extended Revolving Loans of the same Extension Series repaid) on the dates set forth in the applicable Extension Amendment. In the event that any Refinancing Term B Loans are established, such Refinancing Term B Loans shall, subject to Section 2.15, be repaid by the Borrower in the amounts (each, a "**Refinancing Term B Repayment Amount**") and on the dates set forth in the applicable Refinancing Amendment. In the event that any Replacement Term B Loans are established, such Replacement Term Loans shall, subject to Section 13.1, be repaid by the Borrower in the amounts (each, a "**Replacement Term B Repayment Amount**") and on the dates set forth in the applicable amendment to this Agreement in respect of such Replacement Term B Loans.

(d) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to the appropriate lending office of such Lender resulting from each Loan made by such lending office of such Lender from

time to time, including the amounts of principal and interest payable and paid to such lending office of such Lender from time to time under this Agreement.

(e) The Administrative Agent shall maintain the Register pursuant to Section 13.6(b), and a subaccount for each Lender, in which Register and subaccounts (taken together) shall be recorded (i) the amount of each Loan made hereunder, whether such Loan is a Term B Loan, a Term C Loan or a Revolving Loan, as applicable, and, if applicable, the relevant tranche thereof and the Type of each Loan made and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof, and (iv) any cancellation or retirement of Loans as contemplated by Section 13.6(h)(iv).

(f) The entries made in the Register and accounts and subaccounts maintained pursuant to clauses (d) and (e) of this Section 2.5 shall, to the extent permitted by Applicable Law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain such account, such Register or such subaccount, as applicable, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement. For the avoidance of doubt, to the extent any conflict arises between accounts and subaccounts maintained pursuant to Section 2.5(d) and the Register, the Register shall control.

2.6. Conversions and Continuations.

(a) Subject to the penultimate sentence of this clause (a), (x) the Borrower shall have the option, on any Business Day, to convert all or a portion equal to at least the Minimum Borrowing Amount of the outstanding principal amount of any Term B Loans, any Term C Loans or any Revolving Credit Loans of one Type into a Borrowing or Borrowings of another Type and (y) the Borrower shall have the option, on any Business Day, to continue the outstanding principal amount of any Term SOFR Loans as Term SOFR Loans for an additional Interest Period (it being understood and agreed that any Borrowing of Revolving Credit Loans comprised of Term SOFR Loans shall be subject to a single Interest Period); provided that (i) no partial conversion of Term SOFR Loans shall reduce the outstanding principal amount of Term SOFR Loans made pursuant to a single Borrowing to less than the Minimum Borrowing Amount, (ii) ABR Loans may not be converted into Term SOFR Loans if a Payment Default or Event of Default is in existence on the date of the conversion and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such conversion, (iii) Term SOFR Loans may not be continued as Term SOFR Loans for an additional Interest Period if an Event of Default is in existence on the date of the proposed continuation and the Required Lenders have determined, in their sole discretion, not to permit such continuation, and (iv) Borrowings resulting from conversions pursuant to this Section 2.6 shall be limited in number as provided in Section 2.2. Each such conversion or continuation shall be effected by the Borrower by giving the Administrative Agent prior written notice (or telephonic notice promptly confirmed in writing) (each, a "**Notice of Conversion or Continuation**") at the Administrative

Agent's Office prior to 1:00 p.m. at least (i) three Business Days' prior to a continuation of, or conversion to, Term SOFR Loans or (ii) one Business Day prior to a conversion into ABR Loans, in each case specifying the Loans to be so converted or continued, the Type of Loans to be converted into or continued and, if such Loans are to be converted into, or continued as Term SOFR Loans, the Interest Period to be initially applicable thereto (if no Interest Period is selected, the Borrower shall be deemed to have selected an Interest Period of one month's duration). The Administrative Agent shall give each applicable Lender notice, as promptly as practicable, of any such proposed conversion or continuation affecting any of its Loans.

(b) If any Payment Default or Event of Default is in existence at the time of any proposed continuation of any Term SOFR Loans and the Required Revolving Lenders have determined, in their sole discretion, not to permit such continuation, such Term SOFR Loans shall be automatically converted on the last day of the current Interest Period into ABR Loans. If upon the expiration of any Interest Period in respect of Term SOFR Loans, the Borrower has failed to elect a new Interest Period to be applicable thereto as provided in clause (a) above, the Borrower shall be deemed to have elected to convert such Borrowing of Term SOFR Loans, into a Borrowing of ABR Loans, effective as of the expiration date of such current Interest Period.

(c) Notwithstanding anything to the contrary herein, the Borrower may deliver a Notice of Conversion or Continuation pursuant to which the Borrower elects to irrevocably continue the outstanding principal amount of any Term B Loans or Term C Loans subject to an interest rate Hedging Agreement as Term SOFR Loans for each Interest Period until the expiration of the term of such applicable Hedging Agreement.

2.7. Pro Rata Borrowings. Each Borrowing of Revolving Loans under this Agreement shall be made by the Lenders *pro rata* on the basis of their then applicable Revolving Commitments without regard to the Class of Revolving Commitments held by such Lender. It is understood that (a) no Lender shall be responsible for any default by any other Lender in its obligation to make Loans hereunder and that each Lender severally but not jointly shall be obligated to make the Loans provided to be made by it hereunder, regardless of the failure of any other Lender to fulfill its commitments hereunder and (b) failure by a Lender to perform any of its obligations under any of the Credit Documents shall not release any Person from performance of its obligation under any Credit Document.

2.8. Interest.

(a) The unpaid principal amount of each ABR Loan shall bear interest from the date of the Borrowing thereof until maturity (whether by acceleration or otherwise) at a rate *per annum* that shall at all times be the Applicable ABR Margin plus the ABR, in each case, in effect from time to time.

(b) The unpaid principal amount of each Term SOFR Loan shall bear interest from the date of the Borrowing thereof until maturity thereof (whether by acceleration or otherwise) at a rate *per annum* that shall at all times be the relevant Applicable Term SOFR Margin plus the Adjusted Term SOFR Rate, in each case, in effect from time to time.

(c) If all or a portion of (i) the principal amount of any Loan or (ii) any interest payable thereon or any other amount hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), and an Event of Default under Sections 11.1 or 11.5 shall have occurred and be continuing, then, upon the giving of written notice by the Administrative Agent to the Borrower (except in the case of an Event of Default under Section 11.5, for which no notice is required), such overdue amount (other than any such amount owed to a Defaulting Lender) shall bear interest at a rate *per annum* (the "**Default Rate**") that is (x) in the case of overdue principal, the rate that would otherwise be applicable thereto plus 2% or (y) in the case of any overdue interest or other amounts due hereunder, to the extent permitted by Applicable Law, the rate described in Section 2.8(a) plus 2% from the date of written notice to the date on which such amount is paid in full (after as well as before judgment) (or if an Event of Default under Section 11.5 shall have occurred and be continuing, the date of the occurrence of such Event of Default).

(d) Interest on each Loan shall accrue from and including the date of any Borrowing to but excluding the date of any repayment thereof and shall be payable in Dollars; provided that any Loan that is repaid on the same date on which it is made shall bear interest for one day. Except as provided below, interest shall be payable (i) in respect of each ABR Loan, quarterly in arrears on the last Business Day of each March, June, September and December, (ii) in respect of each Term SOFR Loan, on the last day of each Interest Period applicable thereto and, in the case of an Interest Period in excess of three months, on each date occurring at three-month intervals after the first day of such Interest Period, and (iii) in respect of each Loan, (A) on any prepayment (provided that interest on ABR Loans shall only become due pursuant to this subclause (A) if the aggregate principal amount of the ABR Loans then outstanding is repaid in full), (B) at maturity (whether by acceleration or otherwise) and (C) after such maturity, on demand.

(e) All computations of interest hereunder shall be made in accordance with Section 5.5.

(f) The Administrative Agent, upon determining the interest rate for any Borrowing

of Term SOFR Loans, shall promptly notify the Borrower and the relevant Lenders thereof. Each such determination shall, absent clearly demonstrable error, be final and conclusive and binding on all parties hereto.

2.9. Interest Periods. At the time the Borrower gives a Notice of Borrowing or Notice of Conversion or Continuation in respect of the making of, or conversion into or continuation as, a Borrowing of Term SOFR Loans in accordance with Section 2.3 or 2.6(a), as applicable, the Borrower shall give the Administrative Agent written notice (or telephonic notice promptly confirmed in writing) of the Interest Period applicable to such Borrowing, which Interest Period shall, at the option of the Borrower, a one-, three- or six- month period (or, if available to all applicable Lenders, a period shorter than one month or a ~~twelve - month~~twelve-month period).

Notwithstanding anything to the contrary contained above:

(a) the initial Interest Period for any Borrowing of Term SOFR Loans shall commence on the date of such Borrowing (including the date of any conversion from a Borrowing of ABR Loans) and each Interest Period occurring thereafter in respect of such Borrowing shall commence on the day on which the next preceding Interest Period expires;

(b) if any Interest Period relating to a Borrowing of Term SOFR Loans begins on the last Business Day of a calendar month or begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of the calendar month at the end of such Interest Period;

(c) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided that if any Interest Period in respect of a Term SOFR Loan would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day;

(d) the Borrower shall not be entitled to elect any Interest Period in respect of any Term SOFR Loan if such Interest Period would extend beyond the applicable Maturity Date of such Loan; and

(e) no tenor that has been removed from this Section 2.9 pursuant to Section 2.10(f) shall be available for specification in the applicable Notice of Borrowing or Notice of Conversion or Continuation.

2.10. Increased Costs, Illegality, Etc.

(a) In the event that (x) in the case of clause (i) below, the Administrative Agent or (y) in the case of clauses (ii) and (iii) below, the Required Lenders shall have reasonably determined (which determination shall, absent clearly demonstrable error, be final and conclusive and binding upon all parties hereto):

(i) on any date for determining the Adjusted Term SOFR Rate for any Interest Period, that (x) deposits in the principal amounts and currencies of the Loans comprising the applicable Borrowing are not generally available in the relevant market or (y) by reason of any changes arising on or after the Closing Date affecting the interbank SOFR market, adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided for in the definition of Term SOFR Rate; or

(ii) at any time, that such Lender shall incur increased costs or reductions in the amounts received or receivable hereunder with respect to any Term SOFR Loans (other than any increase or reduction attributable to (A) Indemnified Taxes and Taxes indemnifiable under Section 5.4, (B) Other Connection Taxes that are imposed on or measured by net income or that are (however denominated) franchise or branch profits Taxes imposed on

any Agent or Lender or (C) Taxes included under clauses (b) through (d) of the definition of "Excluded Taxes") because of (x) any change since the Closing Date in any Applicable Law (or in the interpretation or administration thereof and including the introduction of any new Applicable Law), such as, for example, without limitation, a change in official reserve requirements, and/or (y) other circumstances affecting the interbank SOFR market or the position of such Lender in such market; or

(iii) at any time, that the making or continuance of any Term SOFR Loans has become unlawful as a result of compliance by such Lender in good faith with any Applicable Law (or would conflict with any such Applicable Law not having the force of law even though the failure to comply therewith would not be unlawful), or has become impracticable as a result of a contingency occurring after the Closing Date that materially and adversely affects the interbank SOFR market;

then, and in any such event, such Lender (or the Administrative Agent, in the case of clause (i) above) shall, within a reasonable time thereafter, give notice (if by telephone, confirmed in writing) to the Borrower and to the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each of the other Lenders). Thereafter (x) in the case of clause (i) above, Term SOFR Loans shall no longer be available until such time as the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice by the Administrative Agent no longer exist (which notice the Administrative Agent agrees to give at such time when such circumstances no longer exist), and any Notice of Borrowing or Notice of Conversion or Continuation given by the Borrower with respect to Term SOFR Loans that have not yet been incurred shall be deemed rescinded by the Borrower, as applicable, (y) in the case of clause (ii) above, the Borrower shall pay to such Lender, promptly after receipt of written demand therefor such additional amounts (in the form of an increased rate of or a different method of calculating, interest or otherwise, as such Lender in its reasonable discretion shall determine) as shall be required to compensate such Lender for such increased costs or reductions in amounts receivable hereunder (it being agreed that a written notice as to the additional amounts owed to such Lender, showing in reasonable detail the basis for the calculation thereof, submitted to the Borrower by such Lender shall, absent clearly demonstrable error, be final and conclusive and binding upon all parties hereto) and (z) in the case of subclause (iii) above, the Borrower shall take one of the actions specified in Section 2.10(b) as promptly as possible and, in any event, within the time period required by Applicable Law.

(b) At any time that any Term SOFR Loan is affected by the circumstances described in Section 2.10(a)(ii) or (iii), the Borrower may (and in the case of a Term SOFR Loan affected pursuant to Section 2.10(a)(iii) shall) either (x) if the affected Term SOFR Loan is then being made pursuant to a Borrowing, cancel such Borrowing by giving the Administrative Agent telephonic notice (confirmed promptly in writing) thereof on the same date that the Borrower receives notice from a Lender pursuant to Section 2.10(a)(ii) or (iii) or (y) if the affected Term SOFR Loan is then-outstanding, upon at least three Business Days' notice to the Administrative Agent require the affected Lender to convert each such Term SOFR Loan into an ABR Loan; provided that if more than one Lender is affected at any time, then all affected Lenders must be treated in the same manner pursuant to this Section 2.10(b).

(c) If, after the Closing Date, any Change in Law relating to capital adequacy or liquidity of any Lender or compliance by any Lender or its parent with any Change in Law relating to capital adequacy or liquidity occurring after the Closing Date, has or would have the effect of reducing the rate of return on such Lender's or its parent's or its Affiliates' capital or assets as a consequence of such Lender's commitments or obligations hereunder to a level below that which such Lender or its parent or any Affiliate thereof could have achieved but for such Change in Law (taking into consideration such Lender's or parent's policies with respect to capital adequacy or liquidity), then from time to time, promptly after written demand by such Lender (with a copy to the Administrative Agent), the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or its parent for such reduction, it being understood and agreed, however, that a Lender shall not be entitled to such compensation as a result of such Lender's compliance with, or pursuant to any request or directive to comply with, any Applicable Law as in effect on the Closing Date. Each Lender, upon determining in good faith that any additional amounts are payable pursuant to this Section 2.10(c), will give prompt written notice thereof to the Borrower, which notice shall set forth in reasonable detail the basis of the calculation of such additional amounts, although the failure to give any such notice shall not, subject to Section 2.13, release or diminish the Borrower's obligations to pay additional amounts pursuant to this Section 2.10(c) upon receipt of such notice.

(d) [Reserved].

(e) Notwithstanding the foregoing, no Lender shall demand compensation pursuant to this Section 2.10 if it shall not at the time be the general policy or practice of such Lender to demand such compensation in substantially the same manner as applied to other similarly situated borrowers under comparable syndicated credit facilities.

(f) Alternate Rate of Interest.

(i) [Reserved].

(ii) Notwithstanding anything to the contrary herein or in any other Credit Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Credit Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document so long as the Administrative Agent has not received,

by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(iii) Notwithstanding anything to the contrary herein (including in Section 13.1 of this Agreement) or in any other Credit Document, the Administrative Agent will have the right, in consultation with the Borrower, to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.

(iv) The Administrative Agent will promptly notify the Borrower and the Lenders of (1) any occurrence of a Benchmark Transition Event, (2) the implementation of any Benchmark Replacement, (3) the effectiveness of any Benchmark Replacement Conforming Changes, (4) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (v) below and (5) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.10(f), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 2.10(f).

(v) Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (1) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (a) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (b) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor, and (2) if a tenor that was removed pursuant to clause (1) above either (x) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (y) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(vi) The Borrower may revoke any request for a Borrowing of Term SOFR Loans, or a conversion to or continuation of a Term SOFR Loan to be converted or continued, during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any request for a Borrowing of, conversion to or continuation of Term

SOFR Loans into a request for a Borrowing of or conversion to an ABR Loan. During any Benchmark Unavailability Period, or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term SOFR Loan is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to the Term SOFR Rate, then until such time as a Benchmark Replacement is implemented pursuant to this Section 2.10(f), any Term SOFR Loan shall on the last day of the Interest Period applicable to such Term SOFR Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, an ABR Loan.

2.11. Compensation. If (i) any payment of principal of any Term SOFR 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 Term SOFR Loan as a result of a payment or conversion pursuant to Section 2.5, 2.6, 2.10, 5.1, 5.2 or 13.7, as a result of acceleration of the maturity of the Loans pursuant to Section 11, or for any other reason, (ii) any Borrowing of Term SOFR Loans is not made as a result of a withdrawn Notice of Borrowing, (iii) any ABR Loan is not converted into a Term SOFR Loan as a result of a withdrawn Notice of Conversion or Continuation, (iv) any Term SOFR Loan is not continued as a Term SOFR Loan as a result of a withdrawn Notice of Conversion or Continuation or (v) any prepayment of principal of any Term SOFR Loan is not made as a result of a withdrawn notice of prepayment pursuant to Section 5.1 or 5.2, the Borrower shall, after receipt of a written request by such Lender (which request shall set forth in reasonable detail the basis for requesting such amount), 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 such Lender may reasonably incur as a result of such payment or such failure to convert, continue or prepay, including any loss, cost or expense (excluding loss of anticipated profits) actually incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such Term SOFR Loan. Notwithstanding the foregoing, no Lender shall demand compensation pursuant to this Section 2.11, if it shall not at the time be the general policy or practice of such Lender to demand such compensation in substantially the same manner as applied to other similarly situated borrowers under comparable syndicated credit facilities.

2.12. Change of Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.10(a)(ii), 2.10(a)(iii), 2.10(b), 3.5 or 5.4 with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event; provided that such designation is made on terms that do not cause such Lender or its lending office to suffer economic, legal or regulatory disadvantage, with the object of avoiding the consequence of the event giving rise to the operation of any such Section. Nothing in this Section 2.12 shall affect or postpone any of the obligations of the Borrower or the right of any Lender provided in Section 2.10, 3.5 or 5.4.

2.13. Notice of Certain Costs. Notwithstanding anything in this Agreement to the contrary, to the extent any notice required by Section 2.10, 2.11, 3.5 or 5.4 is given by any

Lender more than 180 days after such Lender has knowledge (or should have had knowledge) of the occurrence of the event giving rise to the additional cost, reduction in amounts, loss, tax or other additional amounts described in such Sections, such Lender shall not be entitled to compensation under Section 2.10, 2.11, 3.5 or 5.4, as the case may be, for any such amounts incurred or accruing prior to the 181st day prior to the giving of such notice to the Borrower.

2.14. Incremental Facilities.

(a) The Borrower may by written notice to the Administrative Agent elect to request the establishment of one or more (x) additional term loans, which may be of the same Class as any then-existing Term B Loans (a "**Term B Increase**") or a separate Class of Term B Loans (the commitments for additional term loans of the same Class or a separate Class, collectively, the "**Incremental Term B Commitments**"), (y) additional term letter of credit loans, which may be of the same Class as any then-existing Term C Loans (a "**Term C Increase**") or a separate Class of Term C Loans (the commitments for additional term loans of the same Class or a separate Class, collectively, the "**Incremental Term C Commitments**") and/or (z) revolving credit commitments, which may be of the same Class as any then-existing Revolving Commitments (the commitments thereto, the "**Additional Revolving Commitments**") or a separate Class of Revolving Commitments (the commitments thereto, the "**New Revolving Commitments**" and, together with the Additional Revolving Commitments, the "**Incremental Revolving Commitments**"; together with the Incremental Term B Commitments and the Incremental Term C Commitments, the "**Incremental Commitments**"), by an aggregate principal amount, when combined with the aggregate principal amount of all Permitted Other Debt incurred in reliance on Sections 10.1(y)(iii) and (iv) (solely to the extent of refinancing Indebtedness incurred in reliance on clause (iii) of Section 10.(y)), not in excess of the Maximum Incremental Facilities Amount at the time of incurrence thereof and not less than $10,000,000 individually (or such lesser amount as (x) may be approved by the Administrative Agent or (y) shall constitute the Maximum Incremental Facilities Amount at such time). Each such notice shall specify the date (each, an "**Increased Amount Date**") on which the Borrower proposes that the Incremental Commitments shall be effective. The Borrower may approach any Lender or any Person (other than a natural Person) to provide all or a portion of the Incremental Commitments; provided that any Lender offered or approached to provide all or a portion of the Incremental Commitments may elect or decline, in its sole discretion, to provide an Incremental Commitment, and the Borrower shall have no obligation to approach any existing Lender to provide any Incremental Commitment. In each case, such Incremental Commitments shall become effective as of the applicable Increased Amount Date; provided that, (i) (x) other than as described in the immediately succeeding clause (y), no Event of Default shall exist on such Increased Amount Date immediately before or immediately after giving effect to such Incremental Commitments and the borrowing of any Incremental Loans thereunder or (y) if such Incremental Commitment is being provided in connection with a Limited Condition Transaction, then no Event of Default under (A) Section 11.1 or Section 11.5 shall exist on such Increased Amount Date and (B) such other provisions of Section 11 as may otherwise be required by the Lenders providing the applicable Incremental Commitment immediately before or immediately after giving effect to such Incremental Commitment and the borrowing of any Incremental Loans thereunder, (ii) in connection with any incurrence of Incremental Loans, or establishment of

Incremental Commitments, on an Increased Amount Date, there shall be no requirement for the Borrower to bring down the representations and warranties under the Credit Documents unless and until requested by the Persons holding more than 50% of the applicable Incremental Loans or Incremental Commitments (provided that, in the case of Incremental Loans or Incremental Commitments used to finance a Permitted Acquisition or other acquisition constituting a permitted Investment, only the Specified Representations (conformed as necessary for such acquisition) shall be required to be true and correct in all material respects if requested by the Persons holding more than 50% of the applicable Incremental Loans or Incremental Commitments), (iii) the Incremental Commitments shall be effected pursuant to one or more Incremental Amendments executed and delivered by the Borrower and the Administrative Agent, and each of which shall be recorded in the Register and shall be subject to the requirements set forth in Section 5.4(e), and (iv) the Borrower shall make any payments required pursuant to Section 2.11 in connection with the Incremental Commitments, as applicable. No Lender shall have any obligation to provide any Commitments pursuant to this Section 2.14(a). For all purposes of this Agreement, (a) any Incremental Term B Loans made on an Increased Amount Date shall be designated (x) a separate series of Term B Loans or (y) in the case of a Term B Increase, a part of the series of existing Term B Loans subject to such increase, (b) any Incremental Term C Loans made on an Increased Amount Date shall be designated (x) a separate series of Term C Loans or (y) in the case of a Term C Increase, a part of the series of existing Term C Loans subject to such increase, and (c) any Incremental Revolving Commitments made on an Increased Amount Date shall be designated (x) a separate series of Revolving Commitments or (y) in the case of a Additional Revolving Commitment, a part of the series of existing Revolving Commitments subject to such increase (such new or existing series of Term B Loans, Term C Loans or Revolving Commitments, each, a "**Series**").

(b) On any Increased Amount Date on which Incremental Revolving Commitments are effected, subject to the satisfaction (or waiver) of the following terms and conditions, (x) with respect to Additional Revolving Commitments, each of the Revolving Lenders with an existing Revolving Commitment of the Class being increased by such Additional Revolving Commitments shall automatically and without further act be deemed to have assigned to each Revolving Lender with a Additional Revolving Commitment of such Class (each, an "**Additional Revolving Lender**"), and each of such Additional Revolving Lenders shall automatically and without further act be deemed to have purchased and assumed, (i) a portion of such Revolving Lender's participations hereunder in outstanding Revolving Letters of Credit, so that after giving effect to each such deemed assignment and assumption and participation, the percentage of the aggregate outstanding participations hereunder in such Revolving Letters of Credit held by each Revolving Lender holding Revolving Loans (including each such Additional Revolving Lender), as applicable, will equal the percentage of the aggregate Total Revolving Commitments of all Revolving Lenders under the Credit Facilities, and (ii) at the principal amount thereof, such interests in the Revolving Loans of such Class outstanding on such Increased Amount Date as shall be necessary in order that, after giving effect to all such assignments and assumptions, the Revolving Loans of such Class will be held by existing Revolving Lenders under such Class and Additional Revolving Lenders under such Class ratably in accordance with their respective Revolving Commitments of such Class after giving effect to the addition of such Additional Revolving Commitments to such existing

Revolving Commitments (the Administrative Agent and the Lenders hereby agree that the minimum borrowing, *pro rata* borrowing and *pro rata* payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to this clause (x)), and (y) with respect to any Incremental Revolving Commitments, (i) each Incremental Revolving Commitment shall be deemed for all purposes a Revolving Commitment and each loan made under an Additional Revolving Commitment (each, an "**Additional Revolving Loan**") and each loan made under an New Revolving Commitment (each, a "**New Revolving Loan**" and, together with the Additional Revolving Loans, the "**Incremental Revolving Loans**") shall be deemed, for all purposes, Revolving Loans and (ii) each Additional Revolving Lender and each Revolving Lender with a New Revolving Commitment (each, a "**New Revolving Lender**" and, together with the Additional Revolving Lenders, the "**Incremental Revolving Lenders**") shall become a Revolving Lender with respect to the applicable Incremental Revolving Commitment and all matters relating thereto.

(c) On any Increased Amount Date (x) on which any Incremental Term B Commitments of any Series are effective, subject to the satisfaction (or waiver) of the foregoing terms and conditions, (i) each Lender with an Incremental Term B Commitment (each, an "**Incremental Term B Lender**") of any Series shall make a term loan to the Borrower (each, an "**Incremental Term B Loan**") in an amount equal to its Incremental Term B Commitment of such Series, and (ii) each Incremental Term B Lender of any Series shall become a Lender hereunder with respect to the Incremental Term B Commitment of such Series and the Incremental Term B Loans of such Series made pursuant thereto and (y) on which any Incremental Term C Commitments of any Series are effective, subject to the satisfaction of the foregoing terms and conditions, (i) each Lender with an Incremental Term C Commitment (each, an "**Incremental Term C Lender**") of any Series shall make a term letter of credit loan to the Borrower (each, an "**Incremental Term C Loan**" and, together with the Incremental Term B Loans and the Incremental Revolving Loans, collectively the "**Incremental Loans**") in an amount equal to its Incremental Term C Commitment of such Series, and (ii) each Incremental Term C Lender of any Series shall become a Lender hereunder with respect to the Incremental Term C Commitment of such Series and the Incremental Term C Loans of such Series made pursuant thereto. The Borrower shall use the proceeds, if any, of the Incremental Loans for any purpose not prohibited by this Agreement and as agreed by the Borrower and the lender(s) providing such Incremental Loans.

(d) The terms and provisions of any Incremental Term B Commitments and any Incremental Term C Commitments and the respective related Incremental Term B Loans and Incremental Term C Loans, in each case effected pursuant to a Term B Increase or Term C Increase shall be substantially identical to the terms and provisions applicable to the Class of Term B Loans or Term C Loans subject to such increase; provided, that underwriting, arrangement, structuring, end of term, amendment, ticking, commitment, original issue discount, upfront or similar fees, and other fees payable in connection therewith that are not generally shared with all relevant lenders providing such Incremental Term B Commitments and any Incremental Term C Commitments and the respective related Incremental Term B Loans and Incremental Term C Loans, that may be agreed to among the Borrower and the lender(s) providing and/or arranging such Incremental Term B Commitments or Incremental Term C

Commitments may be paid in connection with such Incremental Term B Commitments or Incremental Term C Commitments, provided, that, upon any repayment of Incremental Term C Loans or reduction in related Term L/C Commitments, any excess cash collateral funded by such Incremental Term C Loans shall be withdrawn from the applicable funded term loan letter of credit cash collateral account. The terms and provisions of any Incremental Term B Commitments and any Incremental Term C Commitments and the respective related Incremental Term B Loans and Incremental Term C Loans of any Series not effected pursuant to a Term B Increase or Term C Increase shall be on terms and documentation set forth in the applicable Incremental Amendment as determined by the Borrower; provided that:

(i) (x) the applicable Incremental Term B Maturity Date of each Series shall be no earlier than the Initial Term B Maturity Date and (y) the applicable Incremental Term C Maturity Date of each Series shall be no earlier than the Initial Term C Maturity Date, provided, the requirements of the foregoing clause (i) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements;

(ii) the Weighted Average Life to Maturity of the applicable Incremental Term B Loans of each Series shall be no shorter than the Weighted Average Life to Maturity of the Initial Term B Loans (without giving effect to any previous amortization payments or prepayments of the Initial Term B Loans); provided, the requirements of the foregoing clause (ii) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements;

(iii) the Incremental Term B Loans, Incremental Term B Commitments, Incremental Term C Loans and Incremental Term C Commitments (x) may participate on a *pro rata* basis, greater than *pro rata* basis or less than *pro rata* basis in any voluntary prepayment of any Class of Term B Loans hereunder and may participate on a *pro rata* basis or less than *pro rata* basis (but, except as otherwise permitted by this Agreement, not on a greater than *pro rata* basis) in any mandatory prepayments of any Class of Term B Loans hereunder; provided that if such Incremental Term B Loans or Incremental Term C Loans are unsecured or rank junior in right of payment or as to security with the First Lien Obligations, such Incremental Term B Loans or Incremental Term C Loans shall participate on a junior basis with respect to mandatory repayments of Term B Loans and Term C Loans hereunder (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement), (y) shall not be guaranteed by any Restricted Subsidiary other than a Guarantor hereunder and (z) shall be unsecured or, if secured by any of the Collateral, rank *pari passu* or junior in right of security with any First Lien Obligations outstanding under this Agreement and, if secured by Liens on any of the Collateral, shall not be secured by assets other than Collateral (and, if applicable, shall be subject to a subordination agreement and/or the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement, the Collateral Trust Agreement and/or other lien subordination and intercreditor arrangement that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Administrative Agent, as applicable);

(iv) the pricing, interest rate margins, discounts, premiums, interest rate floors, fees, and amortization schedule applicable to any Incremental Term B Loans or Incremental Term C Loans shall be determined by the Borrower and the lender(s) thereunder; provided, however, that, with respect to any Dollar denominated Incremental Term B Loans or Incremental Term C Loans made under Incremental Term B Commitments or Incremental Term C Commitments that (a) that mature within twelve months of the Term B Maturity Date or the Term C Maturity Date, as applicable and (b) rank *pari passu* in right of payment and security with the Initial Term B Loans or the Initial Term C Loans, as applicable, if the Yield in respect of any such Incremental Term B Loans or Incremental Term C Loans, as of the date of funding thereof exceeds the Yield in respect of any Initial Term B Loans (with original issue discount for purposes of determining such Yield to be based on original issue discount on the Closing Date) or Initial Term C Loans by more than 0.50%, then the Applicable ABR Margin or the Applicable Term SOFR Margin, as applicable, in respect of such Initial Term B Loans or Initial Term C Loans, as applicable, shall be adjusted so that the Yield in respect of such Initial Term B Loans or Initial Term C Loans, as applicable, is equal to the Yield in respect of such Incremental Term B Loans (with original issue discount for purposes of determining such Yield to be based on original issue discount on the Closing Date) or Incremental Term C Loans *minus* 0.50%; provided, further, to the extent any change in the Yield of the Initial Term B Loans or the Initial Term C Loans, as applicable, is necessitated by this clause ~~(iv)~~(iv) on the basis of an effective interest rate floor in respect of the Incremental Term B Loans or Incremental Term C Loans, the increased Yield in the Initial Term B Loans or Initial Term C Loans, as applicable, shall (unless otherwise agreed in writing by the Borrower) have such increase in the Yield effected solely by increases in the interest rate floor(s) applicable to the Initial Term B Loans or Initial Term C Loans, as applicable; and

(v) all other terms of any Incremental Term B Loans or Incremental Term C Loans (other than as described in clauses (i), (ii), (iii) and (iv) above) may differ from the terms of the Initial Term B Loans or Initial Term C Loans if reasonably satisfactory to the Borrower and the lender(s) providing such Incremental Term B Loans or Incremental Term C Loans.

(e) The terms and provisions of any Additional Revolving Commitments and the related Additional Revolving Loans shall be substantially identical to the Class of Commitments and related Revolving Loans subject to increase by such Additional Revolving Commitments and Additional Revolving Loans; provided, that underwriting, arrangement, structuring, ticking, commitment, upfront or similar fees, and other fees payable in connection therewith that are not shared with all relevant lenders providing such Additional Revolving Commitments and related Additional Revolving Loans, that may be agreed to among the Borrower and the lender(s) providing and/or arranging such Additional Revolving Commitments may be paid in connection with such Additional Revolving Commitments. New Revolving Commitments and New Revolving Loans shall be on terms and documentation set forth in the

applicable Incremental Amendment as determined by the Borrower; provided, further, that notwithstanding anything to the contrary in this Section 2.14 or otherwise:

(i) the Weighted Average Life to Maturity of the applicable New Revolving Commitments and New Revolving Loans shall be no shorter than the Weighted Average Life to Maturity of the Initial Revolving Loans and Revolving Commitments (without giving effect to any previous prepayments of the Initial Revolving Loans);

(ii) any such New Revolving Commitments and New Revolving Loans shall rank *pari passu* or junior in right of payment and of security with the Revolving Loans (and, if applicable, shall be subject to a subordination agreement and/or the Junior Lien Intercreditor Agreement, the Collateral Trust Agreement or other lien subordination and intercreditor arrangement that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Administrative Agent);

(iii) any such New Revolving Commitments and New Revolving Loans (x) shall not be guaranteed by any Restricted Subsidiary other than a Guarantor hereunder and (y) if secured, shall not be secured by assets other than Collateral (and, if applicable, shall be subject to a subordination agreement and/or the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement, the Collateral Trust Agreement and/or other lien subordination and intercreditor arrangement that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Administrative Agent, as applicable); and

(iv) any such New Revolving Commitments and New Revolving Loans shall not mature earlier than the Revolving Credit Maturity Date as in effect on the Closing Date.

(f) The Administrative Agent and the Lenders hereby consent to the consummation of the transactions contemplated by this Section 2.14 and hereby waive the requirements of any provision of this Agreement (including, without limitation, any *pro rata* payment or amendment section) or any other Credit Document that may otherwise prohibit or restrict any such extension or any other transaction contemplated by this Section 2.14. Each Incremental Amendment may, without the consent of any other Lenders, effect technical and corresponding amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.14.

2.15. Extensions of Term B Loans and Revolving Loans and Revolving Commitments; Refinancing Facilities.

(a) Extensions.

(i) The Borrower may at any time and from time to time request that all or a portion of the Revolving Commitments of any Class, each existing at the time of such request (each, an "**Existing Revolving Commitment**" and any related Revolving Loans thereunder, "**Existing Revolving Loans**"; each Existing Revolving Commitment and related Existing Revolving Loans together being referred to as an "**Existing Revolving Class**") be

converted to extend the termination date thereof and the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of Existing Revolving Loans related to such Existing Revolving Commitments (any such Existing Revolving Commitments which have been so extended, "**Extended Revolving Commitments**" and any related Revolving Loans, "**Extended Revolving Loans**") and to provide for other terms consistent with this Section 2.15(a). In order to establish any Extended Revolving Commitments, the Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Class of Existing Revolving Commitments which such request shall be offered equally to all such Lenders) (a "**Revolving Extension Request**") setting forth the proposed terms of the Extended Revolving Commitments to be established, which shall either, at the option of the Borrower, (A) reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower) or (B) if not consistent with the terms of the applicable Existing Revolving Commitments, shall not be materially more restrictive to the Credit Parties (as determined in good faith by the Borrower), when taken as a whole, than the terms of such Existing Revolving Commitments (the "**Specified Existing Revolving Commitment**") unless (x) the Lenders providing Existing Revolving Loans receive the benefit of such more restrictive terms or (y) any such provisions apply after the Latest Maturity Date of any Revolving Commitments then outstanding under this Agreement, in each case, to the extent provided in the applicable Extension Amendment; provided, however, that (w) all or any of the final maturity dates of such Extended Revolving Commitments may be delayed to later dates than the final maturity dates of the Specified Existing Revolving Commitments, (x) (A) the interest rates, interest margins, rate floors, upfront fees, funding discounts, original issue discount and premiums with respect to the Extended Revolving Commitments may be higher or lower than the interest margins rate floors, upfront fees, funding discounts, original issue discount and premiums for the Specified Existing Revolving Commitments and/or (B) additional fees and premiums may be payable to the Lenders providing such Extended Revolving Commitments in addition to or in lieu of any of the items contemplated by the preceding clause (A), (y) the commitment fee rate with respect to the Extended Revolving Commitments may be higher or lower than the commitment fee rate for the Specified Existing Revolving Commitment and (z) unless otherwise permitted hereby, the amount of the Extended Revolving Commitments and the principal amount of the Extended Revolving Loans shall not exceed the amount of the Specified Existing Revolving Commitments being extended and the principal amount of the related Existing Revolving Loans being extended, respectively, and provided further that, notwithstanding anything to the contrary in this Section 2.15(a) or otherwise, (1) the borrowing and repayment (other than in connection with a permanent repayment and termination of commitments) of the Extended Revolving Loans under any Extended Revolving Commitments shall be made on a pro rata basis with any borrowings and repayments of the Specified Existing Revolving Commitments and each other Class of Existing Revolving Commitments (the mechanics for which may be implemented through the applicable Extension Amendment and may include technical changes related to the borrowing and repayment procedures of the applicable Credit Facility) and (2) assignments and participations of Extended Revolving Commitments and Extended Revolving Loans shall be governed by the same assignment and participation provisions applicable to Revolving Commitments and the Revolving Loans related to such Commitments set forth in Section 13.6. No Lender shall have any obligation to agree to have any of its Revolving Loans or Revolving

Commitments of any Existing Revolving Class converted into Extended Revolving Loans or Extended Revolving Commitments pursuant to any Revolving Extension Request. Any Extended Revolving Commitments of any Extension Series shall constitute a separate Class of revolving credit commitments from the Specified Existing Revolving Commitments and from any other Existing Revolving Commitments; provided that any Extended Revolving Commitments converted from an Existing Revolving Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Revolving Commitments other than the Existing Revolving Class from which such Extended Revolving Commitments were converted.

(ii) The Borrower may at any time and from time to time request that all or a portion of the Term B Loans of any Class (an "**Existing Term B Class**") be converted to extend the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of such Term B Loans (any such Term B Loans which have been so converted, "**Extended Term B Loans**") and to provide for other terms consistent with this Section 2.15. In order to establish any Extended Term B Loans, the Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Existing Term B Class which such request shall be offered equally to all such Lenders) (a "**Term B Extension Request**") setting forth the proposed terms of the Extended Term B Loans to be established; provided that the covenants relating to the Extended Term B Loans, shall either, at the option of the Borrower, (A) reflect market covenants (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower) or (B) if not consistent with the covenants of the applicable Existing Term B Class, shall not be materially more restrictive to the Credit Parties (as determined in good faith by the Borrower), when taken as a whole, than the covenants of the Term B Loans of the Existing Term B Class unless (x) the Lenders of the Term B Loans of such applicable Existing Term B Class receive the benefit of such more restrictive covenants or (y) any such provisions apply after the Latest Term Maturity Date in respect of Term B Loans; provided, however, that (1) the scheduled final maturity date shall be extended and all or any of the scheduled amortization payments of principal of the Extended Term B Loans may be delayed to later dates than the scheduled amortization of principal of the Term B Loans of such Existing Term B Class (with any such delay resulting in a corresponding adjustment to the scheduled amortization payments reflected in Section 2.5 or in the Extension Amendment, as the case may be, with respect to the Existing Term B Class from which such Extended Term B Loans were converted, in each case as more particularly set forth in Section 2.15(a)(v)), (2)(A) pricing, fees, optional prepayment or redemption terms shall be determined in good faith by the Borrower and the interest rates, interest margins, upfront fees, funding discounts, original issue discounts and premiums (including through fixed rate interest) with respect to the Extended Term B Loans may be higher or lower than the interest margins and floors for the Term B Loans of such Existing Term B Class and/or (B) additional fees, premiums or AHYDO Catch-Up Payments may be payable to the Lenders providing such Extended Term B Loans in addition to or in lieu of any of the items contemplated by the preceding clause (A), in each case, to the extent provided in the applicable Extension Amendment, (3) the Extended Term B Loans may participate on a *pro rata* basis, greater than *pro rata* basis or less than *pro rata* basis in any voluntary prepayment of any Class of Term B Loans hereunder and may participate on a pro rata basis or less than pro rata basis

(but, except as otherwise permitted by this Agreement, not on a greater than pro rata basis) in any mandatory prepayments of any Class of Term B Loans hereunder; if such Extended Term B Loans are unsecured or rank junior in right of payment or as to security with the First Lien Obligations, such Extended Term B Loans shall participate on a junior basis with respect to mandatory repayments of Term B Loans hereunder (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement), (4) Extended Term B Loans may have call protection and prepayment premiums and, subject to clause (3) above, other redemption terms as may be agreed by the Borrower and the Lenders thereof and (5) the principal amount of the Extended Term B Loans shall not exceed the principal amount of the Term B Loans being extended except as otherwise permitted herein. No Lender shall have any obligation to agree to have any of its Term B Loans of any Existing Term B Class converted into Extended Term B Loans pursuant to any Term B Extension Request. Any Extended Term B Loans of any Extension Series shall constitute a separate Class of Term B Loans from the Existing Term B Class from which they were converted; any Extended Term B Loans converted from an Existing Term B Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Term B Loans other than the Existing Term B Class from which such Extended Term B Loans were converted (in which case scheduled amortization with respect thereto shall be proportionally increased).

(iii) The Borrower may at any time and from time to time request that all or a portion of the Term C Loans of any Class (an "**Existing Term C Class**") be converted to extend the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of such Term C Loans (any such Term C Loans which have been so converted, "**Extended Term C Loans**") and to provide for other terms consistent with this Section 2.15(a). In order to establish any Extended Term C Loans, the Borrower shall provide a notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Existing Term C Class which such request shall be offered equally to all such Lenders) (a "**Term C Extension Request**") setting forth the proposed terms of the Extended Term C Loans to be established, shall either, at the option of the Borrower, (A) reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower) or (B) if not consistent with the terms of the applicable Existing Term C Class, shall not be materially more restrictive to the Credit Parties (as determined in good faith by the Borrower), when taken as a whole, than the terms of the Term C Loans of the Existing Term C Class unless (x) the Lenders of the Term C Loans of such applicable Existing Term C Class receive the benefit of such more restrictive terms or (y) any such provisions apply after the Latest Term C Maturity Date; provided, however, that (1) the scheduled final maturity date shall be extended to a later date than the scheduled maturity of the Existing Term C Class and there shall not be any scheduled amortization payments of principal in respect of Extended Term C Loans, (2)(A) pricing, fees, optional prepayment or redemption terms shall be determined in good faith by the Borrower and the interest rates, interest margins, upfront fees, funding discounts, original issue discounts and premiums (including through fixed interest rates) with respect to the Extended Term C Loans may be higher or lower than the interest margins rate floors, interest margins, upfront fees, funding discounts, original issue discounts and premiums (including through fixed interest rates) for the Term B Loans of such

Existing Term C Class and/or (B) additional fees, premiums or AHYDO Catch-Up Payments may be payable to the Lenders providing such Extended Term C Loans in addition to or in lieu of any of the items contemplated by the preceding clause (A), in each case, to the extent provided in the applicable Extension Amendment, (3) the Extended Term C Loans may participate on a *pro rata* basis, greater than *pro rata* basis or less than *pro rata* basis in any voluntary prepayment of any Class of Term C Loans hereunder and may participate on a pro rata basis or less than pro rata basis (but, except as otherwise permitted by this Agreement, not on a greater than pro rata basis) in any mandatory prepayments of any Class of Term C Loans hereunder; provided that if such Extended Term C Loans are unsecured or rank junior in right of payment or as to security with the First Lien Obligations, such Extended Term C Loans shall participate on a junior basis with respect to mandatory repayments of Term C Loans hereunder (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement), (4) Extended Term C Loans may have call protection and prepayment premiums and, subject to clause (3) above redemption terms as may be agreed by the Borrower and the Lenders thereof, (5) to the extent that any such provision applicable after the Initial Term C Loan Maturity Date pursuant to clause (y) is added for the benefit of any such Indebtedness, no consent shall be required by the Administrative Agent or any of the Lenders and (6) unless otherwise permitted hereby, the principal amount of the Extended Term C Loans shall not exceed the principal amount of the Term C Loans being extended. No Lender shall have any obligation to agree to have any of its Term C Loans of any Existing Term C Class converted into Extended Term C Loans pursuant to any Term C Extension Request. Any Extended Term C Loans of any Extension Series shall constitute a separate Class of Term C Loans from the Existing Term C Class from which they were converted; provided that any Extended Term C Loans converted from an Existing Term C Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Term C Loans other than the Existing Term C Class from which such Extended Term C Loans were converted (in which case scheduled amortization with respect thereto shall be proportionally increased).

(iv) Any Lender (an "**Extending Lender**") wishing to have all or a portion of its Term B Loans, Term C Loans or Revolving Commitment of the Existing Class or Existing Classes subject to such Extension Request converted into Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments, as applicable, shall notify the Administrative Agent (an "**Extension Election**") on or prior to the date specified in such Extension Request of the amount of its Term B Loans, Term C Loans or Revolving Commitments of the Existing Class or Existing Classes subject to such Extension Request that it has elected to convert into Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments, as applicable. In the event that the aggregate amount of Term B Loans, Term C Loans or Revolving Commitments of the Existing Class or Existing Classes subject to Extension Elections exceeds the amount of Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments, as applicable, requested pursuant to the Extension Request, Term B Loans, Term C Loans or Revolving Commitments of the Existing Class or Existing Classes subject to Extension Elections shall be converted to Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments, as applicable, on a *pro rata* basis based on the amount of Term B Loans, Term C Loans or Revolving Commitments included in each such Extension Election. Notwithstanding the conversion of any Existing Revolving Commitment into

an Extended Revolving Commitment, such Extended Revolving Commitment shall be treated identically to all then-outstanding Revolving Commitments for purposes of the obligations of a Revolving Lender in respect of Letters of Credit under Section ~~3~~3, except that the applicable Extension Amendment may provide that the applicable Revolving L/C Maturity Date may be extended and the related obligations to issue Revolving Letters of Credit may be continued so long as the applicable Revolving L/C Issuer has consented to such extensions in its sole discretion (it being understood that no consent of any other Lender shall be required in connection with any such extension). Notwithstanding the conversion of any Term C Loans of an Existing Term C Class into Extended Term C Loans, the applicable Extension Amendment may provide that the Term C Maturity Date may be extended and the related obligations to issue Term Letters of Credit may be continued so long as the applicable Term L/C Issuer has consented to such extensions in its sole discretion (it being understood that no consent of any other Lender shall be required in connection with any such extension).

(v) Extended Term B Loans or Extended Revolving Commitments, as applicable, shall be established pursuant to an amendment (an "**Extension Amendment**") to this Agreement (which, except to the extent expressly contemplated by the last sentence of this Section 2.15(a)(v) and notwithstanding anything to the contrary set forth in Section 13.1, shall not require the consent of any Lender other than the Extending Lenders with respect to the Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments, as applicable, established thereby) executed by the Credit Parties, the Administrative Agent and the Extending Lenders. No Extension Amendment shall provide for any Class of Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments in an aggregate principal amount that is less than $10,000,000 (or other amount as may be agreed to by the Administrative Agent) and the Borrower may condition the effectiveness of any Extension Amendment on an Extension Minimum Condition, which may be waived by the Borrower in its sole discretion. In addition to any terms and changes required or permitted by Section 2.15(a), each Extension Amendment (x) shall amend the scheduled amortization payments pursuant to Section 2.5 or the applicable Incremental Amendment with respect to the Existing Term B Class from which the Extended Term B Loans were converted to reduce each scheduled Repayment Amount for the Existing Term B Class in the same proportion as the amount of Term B Loans of the Existing Term B Class is to be converted pursuant to such Extension Amendment (it being understood that the amount of any Repayment Amount payable with respect to any individual Term B Loan of such Existing Term B Class that is not an Extended Term B Loan shall not be reduced as a result thereof) and (y) may, but shall not be required to, impose additional requirements (not inconsistent with the provisions of this Agreement in effect at such time) with respect to the final maturity and Weighted Average Life to Maturity of Incremental Term B Loans and Incremental Term C Loans incurred following the date of such Extension Amendment. Notwithstanding anything to the contrary in this Section 2.15, and without limiting the generality or applicability of Section 13.1 to any Section 2.15(a) Additional Amendments, any Extension Amendment may provide for additional terms and/or additional amendments other than those referred to or contemplated above (any such additional amendment, a "**Section 2.15(a) Additional Amendment**") to this Agreement and the other Credit Documents; provided that such Section 2.15(a) Additional Amendments comply with the requirements of Section 2.15(a) and do not become effective prior to the time that such Section 2.15(a) Additional Amendments have been

consented to (including, without limitation, pursuant to (1) consents applicable to holders of Incremental Term B Loans, Incremental Term C Loans and Incremental Revolving Commitments provided for in any Incremental Amendment and (2) consents applicable to holders of any Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments provided for in any Extension Amendment) by such of the Lenders, Credit Parties and other parties (if any) as may be required in order for such Section 2.15(a) Additional Amendments to become effective in accordance with Section 13.1.

(vi) Notwithstanding anything to the contrary contained in this Agreement, (A) on any date on which any Existing Class is converted to extend the related scheduled maturity date(s) in accordance with paragraph (a) above (an "**Extension Date**"), (I) in the case of the existing Term B Loans of each Extending Lender, the aggregate principal amount of such existing Term B Loans shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Term B Loans so converted by such Lender on such date, and the Extended Term B Loans shall be established as a separate Class of Term B Loans, provided that any Extended Term B Loans converted from an Existing Term B Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Term B Loans other than the Existing Term B Class from which such Extended Term B Loans were converted (in which case scheduled amortization with respect thereto shall be proportionally increased), (II) in the case of the existing Term C Loans of each Extending Lender, the aggregate principal amount of such existing Term C Loans shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Term C Loans so converted by such Lender on such date, and the Extended Term C Loans shall be established as a separate Class of Term C Loans, provided that any Extended Term C Loans converted from an Existing Term C Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Term C Loans other than the Existing Term C Class from which such Extended Term C Loans were converted, and (III) in the case of the Specified Existing Revolving Commitments of each Extending Lender, the aggregate principal amount of such Specified Existing Revolving Commitments shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Revolving Commitments so exchanged by such Lender on such date, and such Extended Revolving Commitments shall be established as a separate Class of revolving credit commitments from the Specified Existing Revolving Commitments and from any other Existing Revolving Commitments, provided that any Extended Revolving Commitments converted from an Existing Revolving Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Revolving Commitments other than the Existing Revolving Class from which such Extended Term C Loans were converted and (B) if, on any Extension Date, any Loans of any Extending Lender are outstanding under the applicable Specified Existing Revolving Commitments, such Loans (and any related participations) shall be deemed to be allocated as Extended Revolving Loans (and related participations) and Existing Revolving Loans (and related participations) in the same proportion as such Extending Lender's Specified Existing Revolving Commitments to Extended Revolving Commitments.

(vii) The Administrative Agent and the Lenders hereby consent to the consummation of the transactions contemplated by this Section 2.15(a) (including, for the avoidance of doubt, payment of any interest, fees, or premium in respect of any Extended Term B Loans and/or Extended Revolving Commitments on such terms as may be set forth in the relevant Extension Amendment) and hereby waive the requirements of any provision of this Agreement (including, without limitation, any *pro rata* payment or amendment section) or any other Credit Document that may otherwise prohibit or restrict any such extension or any other transaction contemplated by this Section 2.15(a).

(viii) No conversion of Loans or Commitments pursuant to any Extension Amendment in accordance with this Section 2.15(a) shall constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.

(b) Refinancing Facilities.

(i) The Borrower may, at any time or from time to time after the Closing Date, by notice to the Administrative Agent (a "**Refinancing Loan Request**"), request (A) (i) the establishment of one or more new Classes of term loans under this Agreement (any such new Class, "**New Refinancing Term B Commitments**") or (ii) increases to one or more existing Classes of term loans under this Agreement (any such increase to an existing Class, collectively with New Refinancing Term B Commitments, "**Refinancing Term B Commitments**"), or (B) (i) the establishment of one or more new Classes of term letter of credit loans under this Agreement (any such new Class, "**New Refinancing Term C Commitments**") or (ii) increases to one or more existing Classes of term letter of credit loans under this Agreement (any such increase to an existing Class, collectively with New Refinancing Term C Commitments, "**Refinancing Term C Commitments**"), or (C) (i) the establishment of one or more new Classes of revolving credit commitments under this Agreement (any such new Class, "**New Refinancing Revolving Commitments**"), or (ii) increases to one or more existing Classes of Revolving Commitments (any such increase to an existing Class, collectively with the New Refinancing Revolving Commitments, "**Refinancing Revolving Commitments**" and, collectively with any Refinancing Term B Commitments and Refinancing Term C Commitments, "**Refinancing Commitments**"), in each case, established in exchange for, or to extend, renew, replace, repurchase, retire or refinance, in whole or in part, as selected by the Borrower, any one or more then existing Class or Classes of Loans or Commitments (with respect to a particular Refinancing Commitment or Refinancing Loan, such existing Loans or Commitments, "**Refinanced Debt**"), whereupon the Administrative Agent shall promptly deliver a copy of each such notice to each of the Lenders.

(ii) Any Refinancing Term B Loans made pursuant to New Refinancing Term B Commitments, any Refinancing Term C Loans made pursuant to New Refinancing Term C Commitments or any New Refinancing Revolving Commitments made on a Refinancing Facility Closing Date shall be designated a separate Class of Refinancing Term B Loans, Refinancing Term C Loans or Refinancing Revolving Commitments, as applicable, for all purposes of this Agreement unless designated as a part of an existing Class of Term B Loans, Term C Loans or Revolving Commitments in accordance with this Section 2.15(b). On any

Refinancing Facility Closing Date on which any Refinancing Term B Commitments of any Class are effected, subject to the satisfaction or waiver of the terms and conditions in this Section 2.15(b), (x) each Refinancing Term Lender of such Class shall make a term loan to the Borrower (each, a "**Refinancing Term B Loan**") in an amount equal to its Refinancing Term B Commitment of such Class and (y) each Refinancing Term **B** Lender of such Class shall become a Lender hereunder with respect to the Refinancing Term B Commitment of such Class and the Refinancing Term B Loans of such Class made pursuant thereto. On any Refinancing Facility Closing Date on which any Refinancing Term C Commitments of any Class are effected, subject to the satisfaction or waiver of the terms and conditions in this Section 2.15(b), (x) each Refinancing Term C Lender of such Class shall make a term loan to the Borrower (each, a "**Refinancing Term C Loan**") in an amount equal to its Refinancing Term C Commitment of such Class and (y) each Refinancing Term C Lender of such Class shall become a Lender hereunder with respect to the Refinancing Term C Commitment of such Class and the Refinancing Term C Loans of such Class made pursuant thereto. On any Refinancing Facility Closing Date on which any Refinancing Revolving Commitments of any Class are effected, subject to the satisfaction or waiver of the terms and conditions in this Section 2.15(b), (x) each Refinancing Revolving Lender of such Class shall make its Refinancing Revolving Commitment available to the Borrower (when borrowed, a "**Refinancing Revolving Loan**" and collectively with any Refinancing Term B Loan and Refinancing Term C Loan, a "**Refinancing Loan**") and (y) each Refinancing Revolving Lender of such Class shall become a Lender hereunder with respect to the Refinancing Revolving Commitment of such Class and the Refinancing Revolving Loans of such Class made pursuant thereto.

(iii) Each Refinancing Loan Request from the Borrower pursuant to this Section 2.15(b) shall set forth the requested amount and proposed terms of the relevant Refinancing Term B Loans, Refinancing Term C Loans or Refinancing Revolving Commitments and identify the Refinanced Debt with respect thereto. Refinancing Term B Loans or Refinancing Term C Loans may be made, and Refinancing Revolving Commitments may be provided, by any existing Lender (but no existing Lender will have an obligation to make any Refinancing Commitment, nor will the Borrower have any obligation to approach any existing Lender to provide any Refinancing Commitment) or by any New Refinancing Lender (each such existing Lender or New Refinancing Lender providing such Commitment or Loan, a "**Refinancing Revolving Lender**", a "**Refinancing Term C Lender**" or "**Refinancing Term B Lender**," as applicable, and, collectively, "**Refinancing Lenders**").

(iv) The effectiveness of any Refinancing Amendment, and the Refinancing Commitments thereunder, shall be subject to the satisfaction (or waiver) on the date thereof (each, a "**Refinancing Facility Closing Date**") of each of the following conditions, together with any other conditions set forth in the Refinancing Amendment:

(A) each Refinancing Commitment shall be in an aggregate principal amount that is not less than $10,000,000 (provided that such amount may be less than $10,000,000 if (i) agreed to by the Administrative Agent or (ii) such amount is equal to (x) the entire outstanding principal amount of Refinanced Debt that is in the form

of Term B Loans or Term C Loans or (y) the entire outstanding principal amount of Refinanced Debt (or commitments) that is in the form of Revolving Commitments),

(B) the Refinancing Term B Loans made pursuant to any increase in any existing Class of Term B Loans shall be added to (and form part of) each Borrowing of outstanding Term B Loans under the respective Class so incurred on a *pro rata* basis (based on the principal amount of each Borrowing) so that each Lender under such Class will participate proportionately in each then outstanding Borrowing of Term B Loans under such Class, and

(C) the Refinancing Term C Loans made pursuant to any increase in any existing Class of Term C Loans shall be added to (and form part of) each Borrowing of outstanding Term C Loans under the respective Class so incurred on a *pro rata* basis (based on the principal amount of each Borrowing) so that each Lender under such Class will participate proportionately in each then outstanding Borrowing of Term C Loans under such Class.

(v) Upon any Refinancing Facility Closing Date on which Refinancing Revolving Commitments are effected, (a) there shall be an automatic adjustment to the participations hereunder in Letters of Credit held by each Revolving Lender under the Revolving Commitments so that each such Revolving Lender shares ratably in such participations in accordance with its Revolving Commitments (after giving effect to the establishment of such Refinancing Revolving Commitments), (b) each Refinancing Revolving Commitment shall be deemed for all purposes a Revolving Commitment and each Refinancing Revolving Loan made thereunder shall be deemed, for all purposes, a Revolving Loan and (c) each Refinancing Revolving Lender shall become a Lender with respect to the Refinancing Revolving Commitments and all matters relating thereto. Upon any Refinancing Facility Closing Date on which Refinancing Revolving Commitments are effected through the establishment of a new Class of Revolving Commitments pursuant to this Section 2.15(b), if, on such date, there are any Revolving Loans under any Revolving Commitments then outstanding, such Revolving Loans shall be prepaid from the proceeds of a new Borrowing of the Refinancing Revolving Loans under such new Class of Refinancing Revolving Commitments in such amounts as shall be necessary in order that, after giving effect to such Borrowing and all such related prepayments, all Revolving Loans under all Revolving Commitments will be held by all Revolving Lenders with Revolving Commitments (including Lenders providing such Refinancing Revolving Commitments) ratably in accordance with all of their respective Revolving Commitments of all Classes (after giving effect to the establishment of such Refinancing Revolving Commitments). Upon any Refinancing Facility Closing Date on which Refinancing Revolving Commitments are effected through the increase to any existing Class of Revolving Commitments pursuant to this Section 2.15(b), if, on the date of such increase, there are any Revolving Loans outstanding under such Class of Revolving Commitments being increased, each of the Revolving Lenders under such Class shall automatically and without further act be deemed to have assigned to each of the Refinancing Revolving Lenders under such Class, and each of such Refinancing Revolving Lenders shall automatically and without further act be deemed to have purchased and assumed, at the principal amount thereof, such interests in the Revolving Loans of such Class

outstanding on such Refinancing Facility Closing Date as shall be necessary in order that, after giving effect to all such assignments and assumptions, such Revolving Loans of such Class will be held by existing Revolving Lenders under such Class and Refinancing Revolving Lenders under such Class ratably in accordance with their respective Revolving Commitments of such Class after giving effect to the addition of such Refinancing Revolving Commitments to such existing Revolving Commitments under such Class. The Administrative Agent and the Lenders hereby agree that the minimum borrowing, *pro rata* borrowing and *pro rata* payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the two preceding sentences.

(vi) The terms, provisions and documentation of the Refinancing Term B Loans and Refinancing Term B Commitments, the Refinancing Term C Loans and Refinancing Term C Commitments, or the Refinancing Revolving Loans and Refinancing Revolving Commitments, as the case may be, of any Class shall be as agreed between the Borrower and the applicable Refinancing Lenders providing such Refinancing Commitments, and except as otherwise set forth herein, to the extent not identical to (or constituting a part of) any Class of Term B Loans, Term C Loans or Revolving Commitments, as applicable, each existing on the Refinancing Facility Closing Date, shall be consistent with clauses (A) or (B) below, as applicable, and the other terms and conditions shall either, at the option of the Borrower, (x) reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined by the Borrower) or (y) if not consistent with the terms of the corresponding Class of Term B Loans, Term C Loans or Revolving Commitments, as applicable, not be materially more restrictive to the Borrower (as determined by the Borrower), when taken as a whole, than the terms of the applicable Class of Term B Loans, Term C Loans or Revolving Commitments being refinanced or replaced (except (1) covenants or other provisions applicable only to periods after the Latest Maturity Date (as of the applicable Refinancing Facility Closing Date) and (2) pricing, fees, rate floors, premiums, optional prepayment or redemption terms (which shall be determined by the Borrower) unless the Lenders under the Term B Loans, Term C Loans or Revolving Commitments, as applicable, each existing on the Refinancing Facility Closing Date, receive the benefit of such more restrictive terms. In any event:

(A) the Refinancing Term B Loans and Refinancing Term C Loans:

(1) (I) shall rank *pari passu* or junior in right of payment with any First Lien Obligations outstanding under this Agreement and (II) shall be unsecured or rank *pari passu* or junior in right of security with any First Lien Obligations outstanding under this Agreement and, if secured, shall not be secured by assets other than Collateral (and, if applicable, shall be subject to a subordination agreement and/or the Collateral Trust Agreement, the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement and/or any other lien subordination and intercreditor arrangement that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Administrative Agent, as applicable);

(2) as of the Refinancing Facility Closing Date, shall not have a Maturity Date earlier than the Maturity Date of the Refinanced Debt;

(3) as of the Refinancing Facility Closing Date, such Refinancing Term B Loans shall have a Weighted Average Life to Maturity not shorter than the remaining Weighted Average Life to Maturity of the Refinanced Debt on the date of incurrence of such Refinancing Term B Loans (without giving effect to any previous amortization payments or prepayments of the Refinanced Debt);

(4) shall have a Yield determined by the Borrower and the applicable Refinancing Term B Lenders or Refinancing Term C Lenders;

(5) may provide for the ability to participate on a *pro rata* basis or less than or greater than a *pro rata* basis in any voluntary repayments or prepayments of principal of Term B Loans or Term C Loans hereunder and on a *pro rata* basis or less than a *pro rata* basis (but, except as otherwise permitted by this Agreement, not on a greater than *pro rata* basis) in any mandatory repayments or prepayments of principal of Term B Loans or Term C Loans hereunder; provided, that if such Refinancing Term B Loans are unsecured or rank junior in right of payment or as to security with the First Lien Obligations, such Refinancing Term B Loans shall participate on a junior basis with respect to mandatory repayments of Term B Loans and Term C Loans hereunder (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement);

(6) unless otherwise permitted hereby, shall not have a greater principal amount than the principal amount of the Refinanced Debt (*plus* the amount of any unused commitments thereunder), *plus* accrued interest, fees, defeasance costs and premium (including call and tender premiums), if any, under the Refinanced Debt, *plus* underwriting discounts, fees, commissions and expenses (including original issue discount, upfront fees and similar items) in connection with the refinancing of such Refinanced Debt and the incurrence or issuance of such Refinancing Term B Loans or Refinancing Term C Loans; and

(7) may not be guaranteed by any Person other than a Credit Party;

(B) the Refinancing Revolving Commitments and Refinancing Revolving Loans:

(1) (I) shall rank *pari passu* or junior in right of payment and (II) shall be *pari passu* or junior in right of security with the Revolving Loans and, in each case, shall not be secured by assets other than Collateral (and, if applicable, shall be subject to a subordination agreement and/or the Collateral Trust Agreement, the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement and/or any other lien subordination and intercreditor

arrangement that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Administrative Agent, as applicable);

(2) shall not mature earlier than, or provide for mandatory commitment reductions prior to, the maturity date with respect to the Refinanced Debt;

(3) shall provide that the borrowing, prepayments and repayment (except for (1) payments of interest and fees at different rates on Refinancing Revolving Commitments (and related outstandings), (2) repayments required upon the maturity date of the Refinancing Revolving Commitments and (3) repayment made in connection with a permanent repayment and termination of commitments (subject to clause (4) below)) of Revolving Loans with respect to Refinancing Revolving Commitments after the associated Refinancing Facility Closing Date shall be made on a *pro rata* basis with all other Revolving Commitments existing on the Refinancing Facility Closing Date; provided, that if such Refinancing Revolving Commitments (and related Obligations) are unsecured or rank junior in right of payment or as to security with the First Lien Obligations, such Refinancing Revolving Commitments may participate on a "first-in/last-out" basis (but not a "last-in/first-out" basis) with respect to borrowings, prepayments and repayments of all other Revolving Commitments existing on the Refinancing Facility Closing Date (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement);

(4) shall provide that the permanent repayment of Revolving Loans with respect to, and termination or reduction of, Refinancing Revolving Commitments after the associated Refinancing Facility Closing Date be made on a *pro rata* basis or less than *pro rata* basis (but not greater than *pro rata* basis, except that the Borrower shall be permitted to permanently repay and terminate Commitments in respect of any such Class of Revolving Loans on a greater than *pro rata* basis as compared to any other Class of Revolving Loans with a later maturity date than such Class or in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement) with all other Revolving Commitments existing on the Refinancing Facility Closing Date;

(5) shall have a Yield determined by the Borrower and the applicable Refinancing Revolving Lenders;

(6) except as otherwise permitted hereby, shall have an equal or greater principal amount of utilized Commitments than the principal amount of the utilized Commitments of the Refinanced Debt (*plus* the amount of any unused commitments thereunder), *plus* accrued interest, fees, defeasance costs and premium (including call and tender premiums), if any, under the Refinanced Debt, *plus* underwriting discounts, fees, commissions and expenses

(including original issue discount, upfront fees and similar items) in connection with the refinancing of such Refinanced Debt and the incurrence or issuance of such Refinancing Revolving Commitments or Refinancing Revolving Loans; and

(7) may not be guaranteed by any Person other than a Credit Party.

(vii) Notwithstanding anything to the contrary set forth in Section 13.1, the Commitments in respect of Refinancing Term B Loans and Refinancing Revolving Commitments shall become additional Commitments under this Agreement pursuant to an amendment (a "**Refinancing Amendment**") to this Agreement and, as appropriate, the other Credit Documents, executed by the Borrower, each Refinancing Lender providing such Commitments and the Administrative Agent. The Refinancing Amendment may, without the consent of any other Credit Party, Agent or Lender, effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.15(b). The Borrower will use the proceeds, if any, of the Refinancing Term B Loans, Refinancing Term C Loans and Refinancing Revolving Commitments in exchange for, or to extend, renew, replace, repurchase, retire or refinance, and shall permanently terminate applicable commitments under, substantially concurrently, the applicable Refinanced Debt.

(viii) The Administrative Agent and the Lenders hereby consent to the consummation of the transactions contemplated by this Section 2.15(b) (including, for the avoidance of doubt, payment of any interest, fees, or premium in respect of any Refinanced Debt on such terms as may be set forth in the relevant Refinancing Amendment) and hereby waive the requirements of any provision of this Agreement (including, without limitation, any *pro rata* payment or amendment section) or any other Credit Document that may otherwise prohibit or restrict any such refinancing or any other transaction contemplated by this Section 2.15.

(c) In the event that the Administrative Agent determines, and the Borrower agrees (acting reasonably), that the allocation of Extended Term B Loans of a given Extension Series, Extended Term C Loans of a given Extension Series or the Extended Revolving Commitments of a given Extension Series, in each case to a given Lender was incorrectly determined as a result of manifest administrative error in the receipt and processing of an Extension Election timely submitted by such Lender in accordance with the procedures set forth in the applicable Extension Amendment, then the Administrative Agent, the Borrower and such affected Lender may (and hereby are authorized to), in their sole discretion and without the consent of any other Lender, enter into an amendment to this Agreement and the other Credit Documents (each, a "**Corrective Extension Amendment**") within 15 days following the effective date of such Extension Amendment, as the case may be, which Corrective Extension Amendment shall (i) provide for the conversion and extension of the applicable Term B Loans, the applicable Term C Loans or Existing Revolving Commitments (and related Revolving Credit Exposure), as the case may be, in such amount as is required to cause such Lender to hold Extended Term B Loans, Extended Term C Loans or Extended Revolving Commitments (and related Revolving Credit Exposure) of the applicable Extension Series into which such other

Term B Loans, Term C Loans or Revolving Commitments or Additional Revolving Commitments, as the case may be, were initially converted, as the case may be, in the amount such Lender would have held had such administrative error not occurred and had such Lender received the minimum allocation of the applicable Loans or Commitments to which it was entitled under the terms of such Extension Amendment, in the absence of such error, (ii) be subject to the satisfaction of such conditions as the Administrative Agent, the Borrower and such Lender may agree (including conditions of the type required to be satisfied for the effectiveness of an Extension Amendment described in Section 2.15(a)), and (iii) effect such other amendments of the type (with appropriate reference and nomenclature changes) described in Section 2.15(a) to the extent reasonably necessary to effectuate the purposes of this Section 2.15(c).

2.16. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) (i) No Defaulting Lender shall be entitled to receive any fee payable under Section ~~4~~4 or any interest at the Default Rate payable under Section 2.8(c) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee or interest that otherwise would have been required to have been paid to that Defaulting Lender).

(ii) Each Defaulting Lender shall be entitled to receive Revolving L/C Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its applicable Revolving Commitment Percentage of the Stated Amount of Letters of Credit for which it has provided cash collateral satisfactory to the applicable Revolving L/C Issuer.

(iii) With respect to any Revolving L/C Fee not required to be paid to any Defaulting Lender pursuant to clause (i) or (ii) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations that has been reallocated to such Non-Defaulting Lender pursuant to clause (b) below, (y) pay to the Revolving L/C Issuer the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Revolving L/C Issuer's Revolving Credit Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(b) If any Revolving L/C Exposure exists at the time a Lender becomes a Defaulting Lender, then (i) all or any part of such Revolving L/C Exposure of such Defaulting Lender will, subject to the limitation in the first proviso below, automatically be reallocated (effective on the day such Lender becomes a Defaulting Lender) among the Non-Defaulting Lenders pro rata in accordance with their respective Revolving Commitment Percentage; provided that (A) each Non-Defaulting Lender's Revolving L/C Exposure may not in any event exceed the Revolving Commitment of such Non-Defaulting Lender as in effect at the time of such reallocation and (B) subject to Section 13.22, neither such reallocation nor any payment by a Non-Defaulting Lender pursuant thereto will constitute a waiver or release of any claim the Borrower, the Administrative Agent, the Revolving L/C Issuers, or any other Lender may have

against such Defaulting Lender or cause such Defaulting Lender to be a Non-Defaulting Lender, (ii) to the extent that all or any portion of the Defaulting Lender's Revolving L/C Exposure cannot, or can only partially, be so reallocated to Non-Defaulting Lenders, whether by reason of the first proviso in Section 2.16(b)(i) above or otherwise, the Borrower shall within two Business Days following written notice by the Administrative Agent Cash Collateralize such Defaulting Lender's Revolving L/C Exposure (after giving effect to any partial reallocation pursuant to clause (i) above), in accordance with the procedures set forth in Section 3.8 for so long as such Revolving L/C Exposure is outstanding, (iii) if the Borrower Cash Collateralizes any portion of such Defaulting Lender's Revolving L/C Exposure pursuant to the requirements of this Section 2.16(b)(i), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 4.1(c) with respect to such Defaulting Lender's Revolving L/C Exposure during the period such Defaulting Lender's Revolving L/C Exposure is Cash Collateralized, (iv) if the Revolving L/C Exposure of the Non-Defaulting Lenders is reallocated pursuant to the requirements of this Section 2.16(b), then the fees payable to the Lenders pursuant to Section 4.1(c) shall be adjusted in accordance with such Non-Defaulting Lenders' Revolving Commitment Percentages and the Borrower shall not be required to pay any fees to the Defaulting Lender pursuant to Section 4.1(c) with respect to such Defaulting Lender's Revolving L/C Exposure during the period that such Defaulting Lender's Revolving L/C Exposure is reallocated, or (v) if any Defaulting Lender's Revolving L/C Exposure is neither Cash Collateralized nor reallocated pursuant to the requirements of this Section 2.16(b), then, without prejudice to any rights or remedies of the applicable Revolving L/C Issuer or any Lender hereunder, all fees payable under Section 4.1(c) with respect to such Defaulting Lender's Revolving L/C Exposure shall be payable to the applicable Revolving L/C Issuer until such Revolving L/C Exposure is Cash Collateralized and/or reallocated.

(c) No Revolving L/C Issuer will be required to issue any new Revolving Letter of Credit or to amend any outstanding Revolving Letter of Credit to increase the available balance thereof or extend the expiry date thereof, unless the applicable Revolving L/C Issuer is reasonably satisfied that any exposure that would result from the exposure to such Defaulting Lender is eliminated or fully covered by the Revolving Commitments of the Non-Defaulting Lenders or by Cash Collateralization or a combination thereof in accordance with the requirements of Section 2.16(b) above or otherwise in a manner reasonably satisfactory to the applicable Revolving L/C Issuer and the Borrower.

(d) If the Borrower, the Administrative Agent and the Revolving L/C Issuers agree in writing in their discretion that a Lender that is a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon, as of the effective date specified in such notice and subject to any conditions set forth therein, such Lender will cease to be a Defaulting Lender and will be a Non-Defaulting Lender and any applicable Cash Collateral shall be promptly returned to the Borrower and any Revolving L/C Exposure of such Lender reallocated pursuant to the requirements of Section 2.16(b) shall be reallocated back to such Lender; provided that, except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

2.17. Permitted Debt Exchanges.

(a) Notwithstanding anything to the contrary contained in this Agreement, pursuant to one or more offers (each, a "**Permitted Debt Exchange Offer**") made from time to time by the Borrower to all Lenders (other than any Lender that, if requested by the Borrower, is unable to certify that it is either a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" (as defined in Rule 501 under the Securities Act)) with outstanding Term Loans under one or more Classes of Term Loans (as determined by the Borrower in its sole discretion) on the same terms, the Borrower may from time to time consummate one or more exchanges of Term Loans for Permitted Other Notes (such notes, "**Permitted Debt Exchange Notes**" and each such exchange, a "**Permitted Debt Exchange**"), so long as the following conditions are satisfied or waived: (i) no Event of Default shall have occurred and be continuing at the time the offering document in respect of a Permitted Debt Exchange Offer is delivered to the relevant Lenders, (ii) the aggregate principal amount (calculated on the face amount thereof) of Term Loans exchanged shall equal the aggregate principal amount (calculated on the face amount thereof) of Permitted Debt Exchange Notes issued in exchange for such Term Loans, provided that the aggregate principal amount of the Permitted Debt Exchange Notes may include accrued interest, fees and premium (if any) under the Term Loans exchanged and underwriting discounts, fees, commissions and expenses (including original issue discount, upfront fees and similar items) in connection with the exchange of such Term Loans and the issuance of such Permitted Debt Exchange Notes, (iii) the aggregate principal amount (calculated on the face amount thereof) of all Term Loans exchanged under each applicable Class by the Borrower pursuant to any Permitted Debt Exchange shall automatically be cancelled and retired by the Borrower on date of the settlement thereof (and, if requested by the Administrative Agent, any applicable exchanging Lender shall execute and deliver to the Administrative Agent an Assignment and Acceptance, or such other form as may be reasonably requested by the Administrative Agent, in respect thereof pursuant to which the respective Lender assigns its interest in the Term Loans being exchanged pursuant to the Permitted Debt Exchange to the Borrower for immediate cancellation), (iv) if the aggregate principal amount of all Term Loans (calculated on the face amount thereof) of a given Class tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof of the applicable Class actually held by it) shall exceed the maximum aggregate principal amount of Term Loans of such Class offered to be exchanged by the Borrower pursuant to such Permitted Debt Exchange Offer, then the Borrower shall exchange Term Loans under the relevant Class tendered by such Lenders ratably up to such maximum based on the respective principal amounts so tendered, or if such Permitted Debt Exchange Offer shall have been made with respect to multiple Classes without specifying a maximum aggregate principal amount offered to be exchanged for each Class, and the aggregate principal amount of all Term Loans (calculated on the face amount thereof) of all Classes tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof actually held by it) shall exceed the maximum aggregate principal amount of Term Loans of all relevant Classes offered to be exchanged by the Borrower pursuant to such Permitted Debt Exchange Offer, then the Borrower shall exchange Term Loans across all Classes subject to such Permitted Debt

Exchange Offer tendered by such Lenders ratably up to such maximum amount based on the respective principal amounts so tendered, (v) all documentation in respect of such Permitted Debt Exchange shall be consistent with the foregoing, and all written communications generally directed to the Lenders in connection therewith shall be in form and substance consistent with the foregoing and made in consultation with the Borrower and the Auction Agent, and (vi) any applicable Minimum Tender Condition or Maximum Tender Condition, as the case may be, shall be satisfied or waived by the Borrower.

(b) With respect to all Permitted Debt Exchanges effected by the Borrower pursuant to this Section 2.17, (i) such Permitted Debt Exchanges (and the cancellation of the exchanged Term Loans in connection therewith) shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 5.1 or 5.2, and (ii) such Permitted Debt Exchange Offer shall be made for not less than $10,000,000 (or such less amount as may be agreed to by the Administrative Agent) in aggregate principal amount of Term Loans, provided that subject to the foregoing clause (ii) the Borrower may at its election specify (A) as a condition (a "**Minimum Tender Condition**") to consummating any such Permitted Debt Exchange that a minimum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in the Borrower's sole discretion) of Term Loans of any or all applicable Classes be tendered and/or (B) as a condition (a "**Maximum Tender Condition**") to consummating any such Permitted Debt Exchange that no more than a maximum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in the Borrower's sole discretion) of Term Loans of any or all applicable Classes will be accepted for exchange.

(c) In connection with each Permitted Debt Exchange, the Borrower and the Auction Agent shall mutually agree to such procedures as may be necessary or advisable to accomplish the purposes of this Section 2.17 and without conflict with Section 2.17(d); provided that the terms of any Permitted Debt Exchange Offer shall provide that the date by which the relevant Lenders are required to indicate their election to participate in such Permitted Debt Exchange shall be not less than a reasonable period (in the discretion of the Borrower and the Auction Agent) of time following the date on which the Permitted Debt Exchange Offer is made.

(d) The Borrower shall be responsible for compliance with, and hereby agrees to comply with, all applicable securities and other laws in connection with each Permitted Debt Exchange, it being understood and agreed that (x) none of the Auction Agent, the Administrative Agent nor any Lender assumes any responsibility in connection with the Borrower's compliance with such laws in connection with any Permitted Debt Exchange and (y) each Lender shall be solely responsible for its compliance with any applicable "insider trading" laws and regulations to which such Lender may be subject under the Securities Exchange Act of 1934, as amended.

SECTION 3. Letters of Credit.

3.1. Issuance of Letters of Credit.

(a) Revolving Letters of Credit. (i) Subject to and upon the terms and conditions herein set forth, at any time and from time to time on and after the Closing Date and prior to the applicable Revolving L/C Maturity Date, each Revolving L/C Issuer agrees, in

reliance upon (among other things) the agreements of the Revolving Lenders set forth in this Section 3, to issue upon the request of the Borrower and (x) for the direct or indirect benefit of the Borrower and its direct or indirect Subsidiaries and (y) for the direct or indirect benefit of any direct or indirect parent of the Borrower or any Subsidiaries of such direct or indirect parent so long as the aggregate Stated Amount of all Letters of Credit issued for such parent and its other Subsidiaries' benefit (excluding Letters of Credit issued to support the obligations of such direct or indirect parent or its other Subsidiaries which obligations were entered into primarily to benefit the business of Borrower and its Subsidiaries) does not exceed the Available RP/Investment Capacity Amount at any time, a letter of credit or letters of credit (the "**Revolving Letters of Credit**" and each, a "**Revolving Letter of Credit**") in such form and with such Issuer Documents as may be approved by such Revolving L/C Issuer in its reasonable discretion; provided that the Borrower shall be a co-applicant, and jointly and severally liable with respect to each Revolving Letter of Credit issued for the account of such Subsidiary or such direct or indirect parent and its other Subsidiaries; provided further that Revolving Letters of Credit issued for the direct or indirect benefit of such direct or indirect parent and its other Subsidiaries other than the Borrower and its Restricted Subsidiaries shall be subject to Sections 10.5 and 10.6 hereof. Notwithstanding anything to the contrary contained herein, no Revolving L/C Issuer shall be required to issue trade Revolving Letters of Credit under this Agreement unless it agrees to do so.

(ii) Notwithstanding the foregoing, (A) no Revolving Letter of Credit shall be issued the Stated Amount of which, when added to the Revolving Letters of Credit Outstanding in respect of all Revolving Letters of Credit at such time, would exceed the Revolving L/C Commitment then in effect; (B) no Revolving Letter of Credit shall be issued the Stated Amount of which, when added to the Revolving Letters of Credit Outstanding with respect to all Revolving Letters of Credit would cause the aggregate amount of the Revolving Credit Exposures at such time to exceed the Total Revolving Commitment then in effect; (C) no Revolving Letter of Credit shall be issued (or deemed issued) by any Revolving L/C Issuer the Stated Amount of which, when added to the Revolving Letters of Credit Outstanding with respect to such Revolving L/C Issuer, would exceed the Specified Revolving L/C Commitment of such Revolving L/C Issuer then in effect; (D) each Revolving Letter of Credit shall have an expiration date occurring no later than the earlier of (x) one year after the date of issuance thereof, unless otherwise agreed upon by the Administrative Agent and the Revolving L/C Issuer, or if issued to replace existing Revolving Letters of Credit with a maturity of longer than one year, or as provided under Section 3.2(b) and (y) the applicable Revolving L/C Maturity Date; (E) each Revolving Letter of Credit shall be denominated in Dollars; (F) no Revolving Letter of Credit shall be issued if (i) it would be illegal under any Applicable Law for the beneficiary of the Revolving Letter of Credit to have a Revolving Letter of Credit issued in its favor or (ii) the issuance of such Revolving Letter of Credit would violate any laws binding upon the applicable Revolving L/C Issuer; (G) no Revolving Letter of Credit shall be issued after the relevant Revolving L/C Issuer has received a written notice from the Borrower or the Administrative Agent or the Required Lenders stating that a Default or an Event of Default has occurred and is continuing until such time as such Revolving L/C Issuer shall have received a written notice (x) of rescission of such notice from the party or parties originally delivering such notice, (y) of the waiver of such Default or Event of Default in accordance with the provisions of

Section 13.1 or (z) that such Default or Event of Default is no longer continuing; and (H) no Revolving L/C Issuer shall be obligated to issue any Revolving Letter of Credit if the expiry date of such requested Revolving Letter of Credit would occur after the Revolving Credit Maturity Date, unless all Revolving Lenders have approved such expiry date or unless the Revolving Lenders cease to hold a participation in, and to be obligated in any manner to reimburse or otherwise indemnify the relevant Revolving L/C Issuer for any amounts drawn under, such Revolving Letter of Credit after the Revolving Credit Maturity Date, except in the circumstances contemplated by Section 4.3(a).

(b) Term Letters of Credit. (i) Subject to and upon the terms and conditions herein set forth, at any time and from time to time on and after the Closing Date and prior to the Term L/C Termination Date, each Term L/C Issuer agrees to issue upon the request of the Borrower and (x) for the direct or indirect benefit of the Borrower and its Subsidiaries and (y) for the direct or indirect benefit of any direct or indirect parent of the Borrower and its other Subsidiaries so long as the aggregate Stated Amount of all Letters of Credit issued for such parent and its other Subsidiaries' benefit (excluding Letters of Credit issued to support the obligations of the direct or indirect parent or its other Subsidiaries which obligations were entered into primarily to benefit the business of Borrower and its Subsidiaries) does not exceed the Available RP/Investment Capacity Amount at any time, a letter of credit or letters of credit (the "**Term Letters of Credit**" and each a "**Term Letter of Credit**") in such form and with such Issuer Documents as may be approved by such Term L/C Issuer in its reasonable discretion; provided that the Borrower shall be a co-applicant, and be jointly and severally liable, with respect to each Term Letter of Credit issued for the account of such Subsidiary or the direct or indirect parent and its other Subsidiaries; provided, further, that Term Letters of Credit issued for the direct or indirect benefit of such direct or indirect parent and its other Subsidiaries other than the Borrower and the Restricted Subsidiaries shall be subject to Sections 10.5 and 10.6. Notwithstanding anything to the contrary contained herein, no Term L/C Issuer shall be required to issue trade Term Letters of Credit under this Agreement unless it agrees to do so.

(ii) Notwithstanding the foregoing, (A) no Term Letter of Credit shall be issued, the Stated Amount of which, when added to the Term Letters of Credit Outstanding in respect of all Term Letters of Credit at such time, would exceed the lesser of (x) the Term L/C Commitment then in effect and (y) the Term C Collateral Account Balance, (B) no Term Letter of Credit shall be issued (or deemed issued) by any Term L/C Issuer the Stated Amount of which, when added to the Term Letters of Credit Outstanding with respect to such Term L/C Issuer, would exceed the Specified Term L/C Commitment of such Term L/C Issuer then in effect, (C) no Term Letter of Credit shall be issued (or deemed issued) by any Term L/C Issuer the Stated Amount of which, when added to the Term Letters of Credit Outstanding with respect to such Term L/C Issuer, would exceed the Term C Collateral Account Balance of such Term L/C Issuer, (D) each Term Letter of Credit shall have an expiration date occurring no later than the earlier of (x) one year after the date of issuance thereof, unless otherwise agreed upon by the Administrative Agent and the Term L/C Issuer or as provided under Section 3.2(b) and (y) the Term L/C Termination Date, (E) each Term Letter of Credit shall be denominated in Dollars, (F) no Term Letter of Credit shall be issued if (i) it would be illegal under any Applicable Law for the beneficiary of the Term Letter of Credit to have a Term Letter of Credit issued in its favor or

(ii) the issuance of such Term Letter of Credit would violate any laws binding upon the applicable Term L/C Issuer, and (G) no Term Letter of Credit shall be issued after the Term L/C Issuer has received a written notice from the Borrower, the Administrative Agent or the Required Lenders stating that a Default or an Event of Default has occurred and is continuing until such time as the Term L/C Issuer shall have received a written notice (x) of rescission of such notice from the party or parties originally delivering such notice, (y) of the waiver of such Default or Event of Default in accordance with the provisions of Section 13.1 or (z) that such Default or Event of Default is no longer continuing; provided, however, that the Stated Amount of any Term Letter of Credit with respect to which another Term Letter of Credit is to be (or has been) issued to replace such Term Letter of Credit shall be excluded in calculating the Term Letters of Credit Outstanding in connection with any determination of compliance with clause (A)(x) above, so long as (and only so long as) the Term L/C Cash Coverage Requirement (determined without regard to the proviso following the definition thereof) shall, at all times prior to the termination and cancellation of the Term Letter of Credit that is being (or has been) replaced (as notified to the Administrative Agent and the Borrower by the Term L/C Issuer thereof), be satisfied (including with respect to the Term Letter of Credit that is being (or has been) replaced and the related replacement Term Letter of Credit).

3.2. Letter of Credit Requests.

(a) Whenever the Borrower desires that a Revolving Letter of Credit or Term Letter of Credit be issued, the Borrower shall give the Administrative Agent and the applicable L/C Issuer a Letter of Credit Request by no later than 1:00 p.m. at least three (or such shorter time as may be agreed upon by the Administrative Agent and such L/C Issuer) Business Days prior to the proposed date of issuance. Each notice shall be executed by the Borrower, shall specify whether such letter of credit is to be a Revolving Letter of Credit or Term Letter of Credit and shall be in the form of Exhibit G, or such other form (including by electronic or fax transmission) as agreed between the Borrower, the Administrative Agent and the applicable L/C Issuer (each a "**Letter of Credit Request**").

(b) If the Borrower so requests in any applicable Letter of Credit Request, any L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "**Auto-Extension Letter of Credit**"); provided that any such Auto-Extension Letter of Credit must permit the L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "**Non-Extension Notice Date**") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by a L/C Issuer, the Borrower shall not be required to make a specific request to such L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Borrower and, in the case of Revolving Letters of Credit, the Revolving Lenders, and in the case of Term Letters of Credit, the Lenders shall be deemed to have authorized (but may not require) such L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than, in the case of any Revolving Letter of Credit, the applicable Revolving L/C Maturity Date, and in the case of any Term Letter of Credit, the Term L/C Termination Date; provided, however, that such L/C Issuer shall not permit any such

extension if (A) such L/C Issuer has determined that it would not be permitted at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) of either Sections 3.1(a) or (b), as applicable, or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Non-Extension Notice Date from the Administrative Agent or the Borrower that one or more of the applicable conditions specified in Section 7 are not then satisfied (or waived), and in each such case directing such L/C Issuer not to permit such extension.

(c) Each L/C Issuer shall, at least once each month, provide the Administrative Agent a list of all Letters of Credit (including any Existing Letter of Credit) issued by it that are outstanding at such time and specifying whether such Letters of Credit are Revolving Letters of Credit or Term Letters of Credit; provided that (i) upon written request from the Administrative Agent, such L/C Issuer shall thereafter notify the Administrative Agent in writing on each Business Day of all Letters of Credit issued on the prior Business Day by such L/C Issuer and specifying whether such Letters of Credit are Revolving Letters of Credit or Term Letters of Credit and (ii) the failure of a L/C Issuer to provide such list (A) shall not result in any liability of such L/C Issuer to any Person and (B) shall not impair or otherwise affect the liability or obligation of any Credit Party in respect of any Letter of Credit.

(d) The making of each Letter of Credit Request shall be deemed to be a representation and warranty by the Borrower that the Letter of Credit may be issued in accordance with, and will not violate the requirements of, Section 3.1(a)(ii) or Section 3.1(b)(ii), as applicable.

3.3. Revolving Letter of Credit Participations.

(a) Immediately upon the issuance by the Revolving L/C Issuer of any Revolving Letter of Credit, the Revolving L/C Issuer shall be deemed to have sold and transferred to each Revolving Lender (each such Revolving Lender, in its capacity under this Section 3.3, a "**Revolving L/C Participant**"), and each such Revolving L/C Participant shall be deemed irrevocably and unconditionally to have purchased and received from the Revolving L/C Issuer, without recourse or warranty, an undivided interest and participation, in each Revolving Letter of Credit, each substitute therefor, each drawing made thereunder and the obligations of the Borrower under this Agreement with respect thereto (each, a "**Revolving L/C Participation**") pro rata based on such Revolving L/C Participant's Revolving Commitment Percentage (determined without regard to the Class of Revolving Commitments held by such Lender), and any security therefor or guaranty pertaining thereto.

(b) In determining whether to pay under any Revolving Letter of Credit, the Revolving L/C Issuer shall have no obligation relative to the Revolving L/C Participants other than to confirm that (i) any documents required to be delivered under such Revolving Letter of Credit have been delivered, (ii) the Revolving L/C Issuer has examined the documents with reasonable care and (iii) the documents appear to comply on their face with the requirements of such Revolving Letter of Credit. Any action taken or omitted to be taken by the Revolving L/C Issuer under or in connection with any Revolving Letter of Credit issued by it, if taken or omitted

in the absence of gross negligence, bad faith, willful misconduct or a material breach by the Revolving L/C Issuer of any Credit Document, shall not create for the Revolving L/C Issuer any resulting liability.

(c) Whenever the Revolving L/C Issuer receives a payment in respect of an unpaid reimbursement obligation as to which the Administrative Agent has received for the account of the Revolving L/C Issuer any payments from the Revolving L/C Participants, the Revolving L/C Issuer shall pay to the Administrative Agent and the Administrative Agent shall promptly pay to each Revolving L/C Participant that has paid its Revolving Commitment Percentage (determined without regard to the Class of Revolving Commitments held by such Lender) of such reimbursement obligation, in Dollars and in immediately available funds, an amount equal to such Revolving L/C Participant's share (based upon the proportionate aggregate amount originally funded by such Revolving L/C Participant to the aggregate amount funded by all Revolving L/C Participants) of the principal amount so paid in respect of such reimbursement obligation and interest thereon accruing after the purchase of the respective Revolving L/C Participations at the Overnight Rate. For the avoidance of doubt, all distributions under this Section 3.3(c) shall be made to each Lender with a Revolving Commitment pro rata based on each such Lender's Revolving Commitment Percentage without regard to the Class of Revolving Commitments held by such Lender.

(d) The obligations of the Revolving L/C Participants to make payments to the Administrative Agent for the account of the Revolving L/C Issuer with respect to Revolving Letters of Credit shall be irrevocable and not subject to counterclaim, set-off or other defense or any other qualification or exception whatsoever and shall be made in accordance with the terms and conditions of this Agreement under all circumstances, including under any of the following circumstances:

(i) any lack of validity or enforceability of this Agreement or any of the other Credit Documents;

(ii) the existence of any claim, set-off, defense or other right that the Borrower may have at any time against a beneficiary named in a Revolving Letter of Credit, any transferee of any Revolving Letter of Credit (or any Person for whom any such transferee may be acting), the Administrative Agent, the Revolving L/C Issuer, any Lender or other Person, whether in connection with this Agreement, any Revolving Letter of Credit, the transactions contemplated herein or any unrelated transactions (including any underlying transaction between the Borrower and the beneficiary named in any such Revolving Letter of Credit);

(iii) any draft, certificate or any other document presented under any 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;

(iv) the surrender or impairment of any security for the performance or observance of any of the terms of any of the Credit Documents; or

(v) the occurrence of any Default or Event of Default;

provided, however, that no Revolving L/C Participant shall be obligated to pay to the Administrative Agent for the account of the Revolving L/C Issuer its Revolving Commitment Percentage of any unreimbursed amount arising from any wrongful payment made by the Revolving L/C Issuer under a Revolving Letter of Credit as a result of acts or omissions constituting gross negligence or willful misconduct by the Revolving L/C Issuer (as determined in a final non-appealable judgment of a court of competent jurisdiction).

3.4. Agreement to Repay Letter of Credit Drawings.

(a) The Borrower hereby agrees to reimburse the applicable L/C Issuer, by making payment in Dollars to the Administrative Agent in immediately available funds, for any payment or disbursement made by such L/C Issuer under any Letter of Credit (each such amount so paid until reimbursed, an "**Unpaid Drawing**") on the first Business Day following the date that such L/C Issuer provides written notice to the Borrower of such payment or disbursement (such required date for reimbursement, the "**Reimbursement Date**"), with interest on the amount so paid or disbursed by such L/C Issuer, from and including the date of such payment or disbursement to but excluding the Reimbursement Date, at the per annum rate for each day equal to the Overnight Rate; provided that, notwithstanding anything contained in this Agreement to the contrary, (i) in the case of any Unpaid Drawings under any Revolving Letters of Credit, (A) unless the Borrower shall have notified the Administrative Agent and the relevant L/C Issuer prior to 10:00 a.m. on the Reimbursement Date that the Borrower intends to reimburse the relevant L/C Issuer for the amount of such drawing with funds other than the proceeds of Revolving Loans, the Borrower shall be deemed to have given a Notice of Borrowing requesting that, with respect to Revolving Letters of Credit, the Lenders with Revolving Commitments make Revolving Loans (which shall be ABR Loans) on the Reimbursement Date in the amount of such Unpaid Drawing and (B) the Administrative Agent shall promptly notify each Revolving Lender of such drawing and the amount of its Revolving Loan to be made in respect thereof (without regard to the Minimum Borrowing Amount), and each Revolving L/C Participant shall be irrevocably obligated to make a Revolving Loan to the Borrower in the manner deemed to have been requested in the amount of its Revolving Commitment Percentage (determined without regard to the Class of Revolving Commitments held by such Lender) of the applicable Unpaid Drawing by 2:00 p.m. on such Reimbursement Date by making the amount of such Revolving Loan available to the Administrative Agent and the Administrative Agent shall use the proceeds of such Revolving Loans solely for purpose of reimbursing the relevant L/C Issuer for the related Unpaid Drawing or (ii) in the case of any Unpaid Drawing under any Term Letter of Credit, unless the Borrower shall have notified the Administrative Agent and the relevant L/C Issuer prior to 10:00 a.m. on the Reimbursement Date that the Borrower intends to reimburse the relevant L/C Issuer for the amount of such drawing with its own funds, the Administrative Agent shall (or shall instruct the Collateral Trustee to) instruct the applicable Depositary Bank to cause the amounts on deposit in the applicable Term C Collateral Account to be disbursed to the applicable Term L/C Issuer for application to repay in full the amount of such Unpaid Drawing. For the avoidance of doubt, all Borrowings of Revolving Loans under this Section 3.4(a) shall be made by each Lender with a Revolving Commitment pro rata based on each such Lender's Revolving Commitment Percentage (determined without regard to Class of Revolving Commitments held by such Lender).

In the event that the Borrower fails to Cash Collateralize any Revolving Letter of Credit that is outstanding on the applicable Revolving L/C Maturity Date, the full amount of the Revolving Letters of Credit Outstanding in respect of such Revolving Letter of Credit shall be deemed to be an Unpaid Drawing subject to the provisions of this Section 3.4 except that the Revolving L/C Issuer shall hold the proceeds received from the Lenders as contemplated above as cash collateral for such Revolving Letter of Credit to reimburse any Drawing under such Revolving Letter of Credit and shall use such proceeds first, to reimburse itself for any Drawings made in respect of such Revolving Letter of Credit following the applicable Revolving L/C Maturity Date, second, to the extent such Revolving Letter of Credit expires or is returned undrawn while any such cash collateral remains, to the repayment of obligations in respect of any Revolving Loans that have not been paid at such time and third, to the Borrower or as otherwise directed by a court of competent jurisdiction.

(b) The obligations of the Borrower under this Section 3.4 to reimburse the L/C Issuers with respect to Unpaid Drawings (including, in each case, interest thereon) shall be absolute and unconditional under any and all circumstances and irrespective of any set-off, counterclaim or defense to payment that the Borrower or any other Person may have or have had against any L/C Issuer, the Administrative Agent or any Lender (including in its capacity as a Revolving L/C Participant), including any defense based upon the failure of any drawing under a Letter of Credit (each a "**Drawing**") to conform to the terms of the Letter of Credit or any non-application or misapplication by the beneficiary of the proceeds of such Drawing; provided that the Borrower shall not be obligated to reimburse any L/C Issuer for any wrongful payment made by such L/C Issuer under the Letter of Credit issued by it as a result of acts or omissions constituting gross negligence, bad faith, willful misconduct or a material breach by such L/C Issuer (or any of its Related Parties) of any Credit Document, in each case, as determined in a final non-appealable judgement of a court of competent jurisdiction.

3.5. Increased Costs. If after the Closing Date, the adoption of any Applicable Law, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or actual compliance by a L/C Issuer or any Revolving L/C Participant with any request or directive made or adopted after the Closing Date (whether or not having the force of law), by any such authority, central bank or comparable agency shall either (a) impose, modify or make applicable any reserve, deposit, compulsory loan, insurance charge, capital adequacy, liquidity or similar requirement against letters of credit issued by any L/C Issuer, or any Revolving L/C Participant's Revolving L/C Participation therein, or (b) impose on any L/C Issuer or any Revolving L/C Participant any other conditions or liabilities affecting its obligations under this Agreement in respect of Letters of Credit or Revolving L/C Participations therein or any Letter of Credit or such Revolving L/C Participant's Revolving L/C Participation therein, and the result of any of the foregoing is to increase the cost to such L/C Issuer or such Revolving L/C Participant of issuing, maintaining or participating in any Letter of Credit, or to reduce the amount of any sum received or receivable by such L/C Issuer or such Revolving L/C Participant hereunder (other than any such increase or reduction attributable to (i) Indemnified Taxes and Taxes indemnifiable under Section 5.4, (ii) Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise or branch profits

Taxes imposed on any L/C Issuer or such Revolving L/C Participant or (iii) Taxes included under clauses (b) through (d) of the definition of "**Excluded Taxes**") in respect of Letters of Credit or Revolving L/C Participations therein, then, promptly after receipt of written demand to the Borrower by such L/C Issuer or such Revolving L/C Participant, as the case may be (a copy of which notice shall be sent by such L/C Issuer or such Revolving L/C Participant to the Administrative Agent), the Borrower shall pay to such L/C Issuer or such Revolving L/C Participant such additional amount or amounts as will compensate such L/C Issuer or such Revolving L/C Participant for such increased cost or reduction, it being understood and agreed, however, that any L/C Issuer or a Revolving L/C Participant shall not be entitled to such compensation as a result of such Person's compliance with, or pursuant to any request or directive to comply with, any such Applicable Law as in effect on the Closing Date. A certificate submitted to the Borrower by the relevant L/C Issuer or a Revolving L/C Participant, as the case may be (a copy of which certificate shall be sent by such L/C Issuer or such Revolving L/C Participant to the Administrative Agent), setting forth in reasonable detail the basis for the determination of such additional amount or amounts necessary to compensate such L/C Issuer or such Revolving L/C Participant as aforesaid shall be conclusive and binding on the Borrower absent clearly demonstrable error. Notwithstanding the foregoing, no L/C Issuer or Revolving L/C Participant shall demand compensation pursuant to this Section 3.5 if it shall not at the time be the general policy or practice of such Lender to demand such compensation in substantially the same manner as applied to other similarly situated borrowers under comparable syndicated credit facilities.

3.6. New or Successor L/C Issuer.

(a) Subject to the appointment and acceptance of a successor L/C Issuer as provided in this paragraph (which is subject to the consent of the Borrower (such consent not to be unreasonably withheld or delayed)), any L/C Issuer may resign as a L/C Issuer upon 30 days' prior written notice to the Administrative Agent, the Lenders and the Borrower. The Borrower may add Revolving L/C Issuers and/or Term L/C Issuers at any time upon notice to the Administrative Agent. If a L/C Issuer shall resign or be replaced, or if the Borrower shall decide to add a new L/C Issuer under this Agreement, then the Borrower may appoint from among the Lenders a successor issuer of Letters of Credit under the applicable Credit Facility or a new L/C Issuer under the applicable Credit Facility, as the case may be, or, with the consent of the Administrative Agent (such consent not to be unreasonably withheld, denied, conditioned or delayed), another successor or new issuer of Letters of Credit under the applicable Credit Facility, whereupon such successor issuer shall succeed to the rights, powers and duties of the replaced or resigning L/C Issuer under this Agreement and the other Credit Documents, or such new issuer of Letters of Credit shall be granted the rights, powers and duties of a Revolving L/C Issuer or Term L/C Issuer, as applicable, hereunder, and the term "Revolving L/C Issuer" or "Term L/C Issuer", as applicable, shall mean such successor or include such new issuer of Letters of Credit under the applicable Credit Facility effective upon such appointment. At the time such resignation or replacement shall become effective, the Borrower shall pay to the resigning or replaced L/C Issuer all accrued and unpaid fees owing to such L/C Issuer pursuant to Section 4.1(d). The acceptance of any appointment as a L/C Issuer hereunder whether as a successor issuer or new issuer of Letters of Credit in accordance with this Agreement, shall be

evidenced by an agreement entered into by such new or successor issuer of Letters of Credit, in a form satisfactory to the Borrower and the Administrative Agent and, from and after the effective date of such agreement, such new or successor issuer of Letters of Credit shall become a "Revolving L/C Issuer" or "Term L/C Issuer", as applicable, hereunder. After the resignation or replacement of a L/C Issuer hereunder, the resigning or replaced L/C Issuer shall remain a party hereto and shall continue to have all the rights and obligations of a L/C Issuer under this Agreement and the other Credit Documents with respect to Letters of Credit issued by it prior to such resignation or replacement, but shall not be required to issue additional Letters of Credit. In connection with any resignation or replacement pursuant to this clause (a) (but, in case of any such resignation, only to the extent that a successor issuer of Letters of Credit shall have been appointed), either (i) the Borrower, the resigning or replaced L/C Issuer and the successor issuer of Letters of Credit shall arrange to have any outstanding Letters of Credit issued by the resigning or replaced L/C Issuer replaced with Letters of Credit issued by the successor issuer of Letters of Credit or (ii) in the case of Revolving Letters of Credit, the Borrower shall cause the successor issuer of Revolving Letters of Credit, if such successor issuer is reasonably satisfactory to the replaced or resigning Revolving L/C Issuer, to issue "back-stop" Revolving Letters of Credit naming the resigning or replaced Revolving L/C Issuer as beneficiary for each outstanding Revolving Letter of Credit issued by the resigning or replaced Revolving L/C Issuer, which new Revolving Letters of Credit shall have an amount equal to the Revolving Letters of Credit being back-stopped. After any resigning or replaced L/C Issuer's resignation or replacement as L/C Issuer, the provisions of this Agreement relating to a L/C Issuer shall inure to its benefit as to any actions taken or omitted to be taken by it (A) while it was a L/C Issuer under this Agreement or (B) at any time with respect to Letters of Credit issued by such L/C Issuer.

(b) To the extent that there are, at the time of any resignation or replacement as set forth in clause (a) above, any outstanding Letters of Credit, nothing herein shall be deemed to impact or impair any rights and obligations of any of the parties hereto with respect to such outstanding Letters of Credit (including, without limitation, any obligations related to the payment of Fees or the reimbursement or funding of amounts drawn), except that the Borrower, the resigning or replaced L/C Issuer and the successor issuer of Letters of Credit shall have the obligations regarding outstanding Letters of Credit described in clause (a) above.

3.7. Role of L/C Issuer. Each Lender and the Borrower agree that, in paying any Drawing under a Letter of Credit, the relevant L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuers, the Administrative Agent, any of their respective affiliates nor any correspondent, participant or assignee of any L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Required Lenders; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided that this assumption is not intended to, and shall not, preclude the Borrower's pursuing

such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuers, the Administrative Agent, any of their respective affiliates nor any correspondent, participant or assignee of any L/C Issuer shall be liable or responsible for any of the matters described in Section 3.3(d); provided that anything in such Section to the contrary notwithstanding, the Borrower may have a claim against a L/C Issuer, and such L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by such L/C Issuer's willful misconduct, gross negligence, bad faith or a material breach by such L/C Issuer of any Credit Document (as determined in a final non-appealable judgment of a court of competent jurisdiction) or such L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of documents strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, each L/C Issuer 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 no L/C Issuer shall be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

3.8. Cash Collateral.

(a) Upon the written request of the Required Revolving Lenders if, as of the applicable Revolving L/C Maturity Date, (i) there are any applicable Revolving Letters of Credit Outstanding or (ii) the provisions of Section 2.16(b)(ii) are in effect, the Borrower shall promptly Cash Collateralize the applicable Revolving Letters of Credit Outstanding (determined in the case of Cash Collateral provided pursuant to clause (ii) above, after giving effect to Section 2.16(b)(i)).

(b) If any Event of Default shall occur and be continuing, the Required Revolving Lenders may require that the Revolving L/C Obligations be Cash Collateralized.

(c) For purposes of this Agreement, "**Cash Collateralize**" means to (i) in all cases, to the extent reasonably acceptable to the applicable Revolving L/C Issuer, to issue "back-stop" Revolving Letters of Credit naming the relevant Revolving L/C Issuer as beneficiary for each outstanding Revolving Letter of Credit issued by the relevant Revolving L/C Issuer, which new Revolving Letters of Credit shall have an amount equal to the Revolving Letters of Credit being back-stopped and/or (ii) pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Revolving L/C Issuers as collateral for the Revolving L/C Obligations, cash or deposit account balances (such items in clauses (i) and (ii), "**Cash Collateral**") in an amount equal to 100% of the amount of the Revolving Letters of Credit Outstanding required to be Cash Collateralized pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent, the Borrower and the Revolving L/C Issuers (which documents are hereby consented to by the Revolving Lenders). Derivatives of such terms have corresponding meanings. The Borrower hereby grants to the Collateral Agent, for the benefit of the Revolving L/C Issuers, a security interest in all such cash, deposit accounts and all balances therein and all

proceeds of the documentation in form and substance reasonably satisfactory to the Collateral Agent and the Revolving L/C Issuers (which documents are hereby consented to by the Revolving Lenders). Such cash collateral shall be maintained in blocked, non-bearing trust accounts established by and in the name of the Collateral Agent (with any income accruing for the benefit of the Borrower).

3.9. Term C Collateral Account. On the Closing Date, the Borrower established Term C Collateral Accounts with each of the Bank of Montreal, Goldman Sachs Bank USA, the Royal Bank of Canada and MUFG Bank, Ltd. for the benefit of each Term L/C Issuer for the purpose of cash collateralizing the Borrower's obligations (including Term L/C Obligations) to each such Term L/C Issuer in respect of the Term Letters of Credit issued or to be issued by each such Term L/C Issuer. On the Closing Date, the proceeds of the Term C Loans, together with other funds (if any) provided by the Borrower, were deposited into each such Term C Collateral Account such that the Term C Collateral Account Balance of each Term C Collateral Account established for the benefit of each Term L/C Issuer equaled at least the Term Letters of Credit Outstanding of each such Term L/C Issuer. After the Closing Date, the Borrower may establish additional Term C Collateral Accounts for the benefit of any additional Term L/C Issuer for the purpose of cash collateralizing the Borrower's obligations to such Term L/C Issuer in respect of the Term Letters of Credit issued or to be issued by such Term L/C Issuer, and may transfer all or any portion of the funds in any Term C Collateral Account to any other Term C Collateral Account, subject to the satisfaction (or waiver) of the conditions set forth in this Section 3.9 (and each Term L/C Issuer and the Collateral Agent (acting at the direction of the Administrative Agent) agrees to (or shall instruct the Collateral Trustee to) instruct the applicable Depositary Bank to transfer such funds at the discretion of the Borrower within one Business Day after the Borrower has provided notice to make such transfer); provided that each Term L/C Issuer may require that the Depositary Bank for the Term C Collateral Account corresponding to its Term L/C Obligations is such Term L/C Issuer or an Affiliate thereof. The Borrower agrees that at all times, and shall immediately cause additional funds to be deposited and held in the Term C Collateral Accounts from time to time in order that (A) the Term C Collateral Account Balance for all Term C Collateral Accounts shall at least equal the Term Letters of Credit Outstanding with respect to all Term Letters of Credit and (B) the Term C Collateral Account Balance of each Term C Collateral Account established for the benefit of a Term L/C Issuer shall equal at least the Term Letters of Credit Outstanding of such Term L/C Issuer (the "**Term L/C Cash Coverage Requirement**"); provided that in the case of clause (B), such requirement shall be deemed to have been met at such time if the Borrower shall have instructed that funds held in one Term C Collateral Account be transferred to the Term C Collateral Account established for the benefit of another Term L/C Issuer so long as after giving effect to such transfer, the Term L/C Cash Coverage Requirement shall have been met. The Borrower hereby grants to the Collateral Agent, for the benefit of all Term L/C Issuers, a security interest in the Term C Collateral Accounts and all cash and balances therein and all proceeds of the foregoing, as security for the Term L/C Obligations (including the Term L/C Reimbursement Obligations) (and, in addition, grants a security interest therein, for the benefit of the Secured Parties as collateral security for the other First Lien Obligations; provided that amounts on deposit in any Term C Collateral Account shall be applied, first, to repay the corresponding Term L/C Obligations (including Term L/C Reimbursement Obligations) owing to the applicable Term L/C

Issuer, second, to repay the Term L/C Obligations in respect of all other Term Letters of Credit and, then, to repay all other First Lien Obligations as provided in Section 11.13). Except as expressly provided herein or in any other Credit Document, no Person shall have the right to make any withdrawal from any Term C Collateral Account or to exercise any right or power with respect thereto; provided that at any time the Borrower shall fail to reimburse any Term L/C Issuer for any Unpaid Drawing in accordance with Section 3.4(a), the Borrower hereby absolutely, unconditionally and irrevocably agrees that the Collateral Agent (acting at the direction of the Administrative Agent) shall be entitled to instruct (and shall be entitled to instruct the Collateral Trustee to instruct) the applicable depositary bank (each, a "**Depositary Bank**") of the applicable Term C Collateral Account to withdraw therefrom and pay to such Term L/C Issuer amounts equal to such Unpaid Drawings. Amounts in any Term C Collateral Account shall be invested by the applicable Depositary Bank in Term L/C Permitted Investments (and as reasonably agreed by the applicable Depositary Bank under the applicable depositary agreement) in the manner instructed by the Borrower (and agreed to by such Depositary Bank) (and returns shall accrue for the benefit of the Borrower); provided, however, that the applicable Depositary Bank shall determine such investments in Term L/C Permitted Investments during the existence of any Event of Default as long as made in Term L/C Permitted Investments, it being understood and agreed that neither the Borrower nor the applicable Depositary Bank nor any other Person may direct the investment of funds in any Term C Collateral Account in any assets other than Term L/C Permitted Investments. The Borrower shall bear the risk of loss of principal with respect to any investment in any Term C Collateral Account. So long as no Event of Default shall have occurred and be continuing and subject to the satisfaction of the Term L/C Cash Coverage Requirement for each Term L/C Issuer after giving effect to any such release, upon at least three Business Days' prior written notice to the Collateral Agent and the Administrative Agent, the Borrower may, at any time and from time to time, request release of and payment to the Borrower of (and the Collateral Agent hereby agrees (at the direction of the Administrative Agent) to instruct (or to instruct the Collateral Trustee to instruct) the applicable Depositary Bank to release and pay to the Borrower) any amounts on deposit in the Term C Collateral Accounts (as reduced by the aggregate amounts, if any, withdrawn by the Term L/C Issuers and not subsequently deposited by the Borrower) in excess of the Term L/C Commitment at such time (provided that the Collateral Agent shall have received prior confirmation of the amount of such excess from the Administrative Agent). In addition, the Collateral Agent hereby agrees (at the direction of the Administrative Agent) to instruct (or to instruct the Collateral Trustee to instruct) the Depositary Bank to release and pay to the Borrower amounts (if any) remaining on deposit in the Term C Collateral Accounts after the termination or cancellation of all Term Letters of Credit, the termination of the Term L/C Commitment and the repayment in full of all outstanding Term C Loans and Term L/C Obligations.

3.10. Certain Letters of Credit. Subject to the terms and conditions hereof, each Existing Letter of Credit that is outstanding on the Closing Date, listed on Schedule 1.1(b) shall, effective as of the Closing Date and without any further action by the Borrower, be continued (and deemed issued) as a Revolving Letter of Credit or Term Letter of Credit, as indicated on Schedule 1.1(b) hereto, hereunder and from and after the Closing Date shall be deemed a Revolving Letter of Credit or Term Letter of Credit, as applicable, for all purposes hereof and shall be subject to and governed by the terms and conditions hereof.

3.11. Applicability of ISP and UCP. Unless otherwise expressly agreed by the relevant L/C Issuer and the Borrower when a Letter of Credit is issued, (i) the rules of the ISP shall be stated therein to apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance, shall be stated therein to apply to each commercial letter of credit, and in each case to the extent not inconsistent with the above referred rules, the laws of the State of New York shall be stated therein to apply to each Letter of Credit.

3.12. Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control and any security granted pursuant to any Issuer Document shall be void.

3.13. Letters of Credit Issued for Others. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, the Borrower's Subsidiaries or the direct or indirect parent of Borrower or its other Subsidiaries, the Borrower shall be obligated to reimburse the relevant L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of its Subsidiaries or the direct or indirect parent of the Borrower or its other Subsidiaries, inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of its Subsidiaries or its direct or indirect parent and its other Subsidiaries.

3.14. Letter of Credit Conversion. (i) The Borrower may convert Term Letters of Credit to Revolving Letters of Credit upon 1 Business Day's prior written notice to the Administrative Agent and the applicable Term L/C Issuer as to which such converted Term Letters of Credit relate so long as after giving effect to any such conversion, (A) the Revolving Letters of Credit Outstanding in respect of all Revolving Letters of Credit at such time, does not exceed the Revolving L/C Commitment then in effect; (B) the Revolving Letters of Credit Outstanding with respect to all Revolving Letters of Credit does not cause the aggregate amount of the Revolving Credit Exposures at such time to exceed the Total Revolving Commitment then in effect and (C) the Revolving Letters of Credit Outstanding with respect to such Revolving L/C Issuer, does not exceed the Specified Revolving L/C Commitment of such Revolving L/C Issuer then in effect and (ii) the Borrower may convert Revolving Letters of Credit to Term Letters of Credit upon 1 Business Day's prior written notice to the Administrative Agent and the applicable Revolving L/C Issuer as to which such converted Revolving Letters of Credit relate so long as after giving effect to any such conversion, (A) the Term Letters of Credit Outstanding in respect of all Term Letters of Credit at such time, does not exceed the Term L/C Commitment then in effect and (B) the Term Letters of Credit Outstanding with respect to such Term L/C Issuer, does not exceed the Specified Term L/C Commitment of such Term L/C Issuer then in effect.

SECTION 4. Fees; Commitments.

4.1. Fees.

(a) The Borrower agrees to pay to the Administrative Agent in Dollars, for the account of each Revolving Lender (in each case *pro rata* according to the respective Revolving

Commitments of all such Revolving Lenders), a commitment fee (the "**Revolving Commitment Fee**") for each day from the Closing Date to, but excluding, the Revolving Credit Maturity Date. The Revolving Commitment Fee shall be earned, due and payable by the Borrower (x) quarterly in arrears on the last Business Day of each March, June, September and December (for the three-month period (or portion thereof) ended on such day for which no payment has been received) and (y) on the Revolving Credit Maturity Date (for the period ended on such date for which no payment has been received pursuant to clause (x) above). The Revolving Commitment Fee shall be computed for each day during such period at a rate *per annum* equal to the applicable Revolving Commitment Fee Rate in effect on such day on the applicable portion of the Available Revolving Commitment in effect on such day.

(b) (i) In the event that, after the ~~Closing~~Amendment No. 1 Effective Date and prior to the six month anniversary of the ~~Closing~~Amendment No. 1 Effective Date, the Borrower (x) makes any prepayment or repayment of Initial Term B Loans in connection with any Repricing Transaction or (y) effects any amendment of this Agreement resulting in a Repricing Transaction, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Lenders holding Initial Term B Loans, (I) a prepayment premium of 1.00% of the principal amount of the Initial Term B Loans being prepaid in connection with such Repricing Transaction and (II) in the case of clause (y), an amount equal to 1.00% of the aggregate amount of the applicable Initial Term B Loans of non-consenting Lenders outstanding immediately prior to such amendment that are subject to an effective pricing reduction pursuant to such amendment.

(ii) In the event that, after the Closing Date and prior to the six month anniversary of the Closing Date, the Borrower (x) makes any prepayment or repayment of Initial Term C Loans in connection with any Repricing Transaction or (y) effects any amendment of this Agreement resulting in a Repricing Transaction, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Lenders holding Initial Term C Loans (I) a prepayment premium of 1.00% of the principal amount of the Initial Term C Loans being prepaid in connection with such Repricing Transaction and (II) in the case of clause (y), an amount equal to 1.00% of the aggregate amount of the applicable Initial Term C Loans of non-consenting Lenders outstanding immediately prior to such amendment that are subject to an effective pricing reduction pursuant to such amendment.

(c) The Borrower agrees to pay to the Administrative Agent in Dollars for the account of each Revolving Lender *pro rata* on the basis of their respective Revolving L/C Exposure, a fee in respect of each Revolving Letter of Credit (the "**Revolving L/C Fee**"), for the period from the date of issuance of such Revolving Letter of Credit to the termination or expiration date of such Revolving Letter of Credit computed at the *per annum* rate for each day equal to the product of (x) the Applicable Term SOFR Margin for Revolving Loans in effect on such day and (y) the average daily Stated Amount of such Revolving Letter of Credit. The Revolving L/C Fee shall be due and payable (x) quarterly in arrears on the last Business Day of each March, June, September and December and (y) on the Revolving Credit Maturity Date (for the period ended on such date for which no payment has been received pursuant to clause (x) above). If there is any change in the relevant Applicable Term SOFR Margin during any quarter,

the daily maximum amount of each Revolving Letter of Credit shall be computed and multiplied by the relevant Applicable Term SOFR Margin separately for each period during such quarter that such relevant Applicable Term SOFR Margin was in effect.

(d) The Borrower agrees to pay to each L/C Issuer a fee in respect of each Letter of Credit issued by it (the "**Fronting Fee**"), for the period from the date of issuance of such Letter of Credit to the termination date of such Letter of Credit, computed at a rate per annum equal to 0.125%. Such Fronting Fees shall be earned, due and payable by the Borrower (x) quarterly in arrears on the last Business Day of each March, June, September and December and (y) in the case of Revolving Letters of Credit on the later of (A) the Revolving Credit Maturity Date and (B) the day on which the Revolving Letters of Credit Outstanding shall have been reduced to zero and (3) in the case of Term Letters of Credit, the Term C Maturity Date or, if earlier, in the case of any Term Letter of Credit, the date upon which the Term L/C Commitment terminates and the Term Letter of Credit Outstanding shall have been reduced to zero.

(e) The Borrower agrees to pay directly to the L/C Issuer upon each issuance of, drawing under, and/or amendment of, a Letter of Credit issued by it such amount as the L/C Issuer and the Borrower shall have agreed upon for issuances of, drawings under or amendments of, letters of credit issued by it.

(f) The Borrower agrees to pay directly to the Administrative Agent for its own account the administrative agent fees as separately agreed in writing.

(g) Notwithstanding the foregoing, the Borrower shall not be obligated to pay any amounts to any Defaulting Lender pursuant to this Section 4.1 (subject to Section 2.16).

4.2. Voluntary Reduction of Revolving Commitments, Revolving L/C Commitments and Term L/C Commitments.

(a) Upon at least one Business Day's prior revocable written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent at the Administrative Agent's Office (which notice the Administrative Agent shall promptly transmit to each of the Revolving Lenders), the Borrower shall have the right, without premium or penalty, on any day, permanently to terminate or reduce the Revolving Commitments in whole or in part; provided that (a) any such termination or reduction of Revolving Commitments of any Class shall apply proportionately and permanently to reduce the Revolving Commitments of each of the Revolving Lenders of such Class, except that, notwithstanding the foregoing, the Borrower may allocate any termination or reduction of Revolving Commitments in its sole discretion among the Classes of Revolving Commitments as the Borrower may specify, (b) any partial reduction pursuant to this Section 4.2 shall be in the amount of at least the Minimum Borrowing Amount and (c) after giving effect to such termination or reduction and to any prepayments of the Revolving Loans or cancellation or Cash Collateralization of Revolving Letters of Credit made on the date thereof in accordance with this Agreement (including pursuant to Section 5.2(b)), the aggregate amount of the Revolving Lenders' Revolving Credit Exposures shall not exceed the Total Revolving Commitment.

(b) [Reserved].

(c) Upon at least one Business Day's prior revocable written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent and the Revolving L/C Issuers (which notice the Administrative Agent shall promptly transmit to each of the Revolving Lenders), the Borrower shall have the right, without premium or penalty, on any day, permanently to terminate or reduce the Revolving L/C Commitment in whole or in part; provided that, after giving effect to such termination or reduction, (i) the Revolving Letters of Credit Outstanding with respect to all Revolving Letters of Credit, after giving effect to Cash Collateralization of Revolving Letters of Credit, shall not exceed the Revolving L/C Commitment and (ii) the Revolving Letters of Credit Outstanding with respect to each Revolving L/C Issuer shall not exceed the Specified Revolving L/C Commitment of such Revolving L/C Issuer.

(d) Upon at least one Business Day's prior revocable written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent and the Term L/C Issuers (which notice the Administrative Agent shall promptly transmit to each of the Term C Lenders), the Borrower shall have the right, without premium or penalty (except as provided in Section 4.1(b)), on any day, permanently to terminate or reduce the Term L/C Commitment in whole or in part; provided that, immediately upon any such termination or reduction, (i) the Borrower shall prepay the Term C Loans in an aggregate principal amount equal to the aggregate amount of the Term L/C Commitment so terminated or reduced in accordance with the requirements of Sections 5.1 and 5.2(d) and (ii) the Term Letters of Credit Outstanding with respect to each Term L/C Issuer with a Specified Term L/C Commitment shall not exceed the Specified Term L/C Commitment of such Term L/C Issuer.

4.3. Mandatory Termination or Reduction of Commitments.

(a) The Revolving Commitment shall terminate at 5:00 p.m. on the Revolving Credit Maturity Date. The Specified Revolving L/C Commitment of each Revolving L/C Issuer shall terminate on the Revolving L/C Maturity Date.

(b) The Term L/C Commitment shall be reduced by the amount of any prepayment or repayment of principal of Term C Loans pursuant to Section 2.5(a), 5.1 or 5.2 and the Borrower shall be permitted to withdraw an amount up to the amount of such prepayment or repayment from the Term C Collateral Accounts to complete such prepayment or repayment; provided that after giving effect to such withdrawal, the Term L/C Cash Coverage Requirement shall be satisfied.

SECTION 5. Payments.

5.1. Voluntary Prepayments. The Borrower shall have the right to prepay Term B Loans, Term C Loans, and Revolving Loans, without premium or penalty (other than as provided in Section 4.1(b) and amounts, if any, required to be paid pursuant to Section 2.11 with respect to prepayments of Term SOFR Loans made on any date other than the last day of the applicable Interest Period), in whole or in part, from time to time on the following terms and conditions: (a)

the Borrower shall give the Administrative Agent at the Administrative Agent's Office revocable written notice (or telephonic notice promptly confirmed in writing) of its intent to make such prepayment, the amount of such prepayment and, in the case of Term SOFR Loans, the specific Borrowing(s) pursuant to which made, which notice shall be given by the Borrower no later than 1:00 p.m. (x) one Business Day prior to (in the case of ABR Loans) or (y) three U.S. Government Securities Business Days prior to (in the case of Term SOFR Loans) (and, in each case, such shorter time as the Administrative Agent may agree), (b) each partial prepayment of any Borrowing of Term B Loans, Term C Loans or Revolving Loans shall be in a multiple of $1,000,000 and in an aggregate principal amount of at least $5,000,000; provided that no partial prepayment of Term SOFR Loans made pursuant to a single Borrowing shall reduce the outstanding Term SOFR Loans made pursuant to such Borrowing to an amount less than the Minimum Borrowing Amount for Term SOFR Loans, and (c) any prepayment of Term SOFR Loans pursuant to this Section 5.1 on any day prior to the last day of an Interest Period applicable thereto shall be subject to compliance by the Borrower with the applicable provisions of Section 2.11. Each prepayment in respect of any tranche of Term B Loans and Term C Loans pursuant to this Section 5.1 shall be (a) applied to the Class or Classes of Term B Loans or Term C Loans, as applicable, in such manner as the Borrower may determine and (b) in the case of Term B Loans, applied to reduce Repayment Amounts in such order as the Borrower may determine. In the event that the Borrower does not specify the order in which to apply prepayments of Term B Loans to reduce Repayment Amounts or prepayments of Term B Loans or Term C Loans as between existing Classes of Term B Loans or Term C Loans, as applicable, the Borrower shall be deemed to have elected that (i) in the case of Term B Loans, such prepayments be applied to reduce the Repayment Amounts of the applicable Class of Term B Loans in direct order of maturity and on a pro rata basis among the applicable Class or Classes, if a Class or Classes were specified, or among all Classes of Term B Loans then outstanding, if no Class was specified and (ii) in the case of Term C Loans, such prepayments be applied on a pro rata basis among all Classes of Term C Loans then outstanding. All prepayments under this Section 5.1 shall also be subject to the provisions of Section 5.2(d) or (e), as applicable. At the Borrower's election in connection with any prepayment pursuant to this Section 5.1, such prepayment shall not be applied to any Loan of a Defaulting Lender.

5.2. Mandatory Prepayments.

(a) Loan Prepayments. (i) On each occasion that a Prepayment Event (other than a Debt Incurrence Prepayment Event or a New Debt Incurrence Prepayment Event) occurs, the Borrower shall, within ten Business Days after the receipt of Net Cash Proceeds of such Prepayment Event (or, in the case of Deferred Net Cash Proceeds, within three Business Days after the Deferred Net Cash Proceeds Payment Date), prepay (or cause to be prepaid) (subject to Section 11.13 when applicable), in accordance with clauses (c) and (d) below, Term B Loans and Term C Loans in a principal amount equal to 100% of the Net Cash Proceeds from such Prepayment Event.

(ii) On each occasion that a Debt Incurrence Prepayment Event occurs, the Borrower shall, within ten Business Days after the receipt of the Net Cash Proceeds from the

occurrence of such Debt Incurrence Prepayment Event, prepay Term B Loans and Term C Loans in accordance with clauses (c) and (d) below.

(iii) On each occasion that a New Debt Incurrence Prepayment Event occurs, the Borrower shall, within five Business Days after the receipt of the Net Cash Proceeds from the occurrence of such New Debt Incurrence Prepayment Event, (A) with respect to a New Debt Incurrence Prepayment Event resulting from the incurrence of Indebtedness pursuant to Section 10.1(y)(i) at the Borrower's election as to the allocation of such Net Cash Proceeds as among any and all of the following Classes, (x) prepay any Class or Classes of Term B Loans as selected by Borrower, (y) prepay, at the Borrower's option, any Class or Classes of Revolving Loans (and permanently reduce and terminate the related Revolving Commitments in the amount of the Net Cash Proceeds allocated to the prepayment of such Class or Classes of Revolving Loans) and/or (z) prepay any Class or Classes of Term C Loans as directed by Borrower and (B) with respect to each other New Debt Incurrence Prepayment Event, prepay the applicable Class or Classes of Term B Loans, Term C Loans or Revolving Loans that are the subject of the applicable Refinanced Debt, Refinanced Term B Loans or Refinanced Term C Loans, as applicable, in each case in a principal amount equal to 100% of the Net Cash Proceeds from such New Debt Incurrence Prepayment Event.

(b) Repayment of Revolving Loans. If on any date the aggregate amount of the Revolving Lenders' Revolving Credit Exposures (collectively, the "**Aggregate Revolving Credit Outstandings**") for any reason exceeds 100% of the Total Revolving Commitment then in effect, the Borrower shall, forthwith repay within one Business Day of written notice thereof from the Administrative Agent, the principal amount of the Revolving Loans in an amount necessary to eliminate such deficiency. If, after giving effect to the prepayment of all outstanding Revolving Loans, the Aggregate Revolving Credit Outstandings exceed the Total Revolving Commitment then in effect, the Borrower shall Cash Collateralize the Revolving L/C Obligations to the extent of such excess.

(c) Application to Repayment Amounts. Each prepayment of Loans required by Section 5.2(a) (except as provided in Section 5.2(a)(iii)) shall be allocated (i) first, to the Term B Loans then outstanding (ratably to each Class of Term B Loans (or on a less than ratable basis, if agreed to by the Lenders providing such Class of Term B Loans) based on then remaining principal amounts of the respective Classes of Term B Loans then outstanding) until paid in full, (ii) second, to the Term C Loans then outstanding (ratably to each Class of Term C Loans (or on a less than ratable basis, if agreed by the Lenders providing such Class of Term C Loans) based on the remaining principal amounts of the respective Classes of Term C Loans then outstanding) until paid in full and (iii) thereafter, at the option of the Borrower, to the Revolving Credit Facility (ratably to each Class of Revolving Commitments (or on a less than ratable basis if agreed by the Lenders providing such Class of Revolving Commitments) based on the respective Revolving Commitments of each Class) (without any permanent reduction in commitments thereof); provided that, with respect to the Net Cash Proceeds of an Asset Sale Prepayment Event, Recovery Prepayment Event or Permitted Sale Leaseback, in each case solely to the extent with respect to any Collateral, the Borrower may use a portion of such Net Cash Proceeds to prepay or repurchase Permitted Other Debt or other Indebtedness that ranks *pari*

passu with the Obligations (such Indebtedness, "**Additional Debt**") (and with such prepaid or repurchased Additional Debt permanently extinguished) constituting First Lien Obligations to the extent any applicable document governing such Additional Debt requires the issuer of such Additional Debt to prepay or make an offer to purchase or prepay such Additional Debt with the proceeds of such Prepayment Event, in each case in an amount not to exceed the product of (x) the amount of such Net Cash Proceeds multiplied by (y) a fraction, the numerator of which is the outstanding principal amount of the Additional Debt constituting First Lien Obligations and with respect to which such a requirement to prepay or make an offer to purchase or prepay exists and the denominator of which is the sum of the outstanding principal amount of such Additional Debt and the outstanding principal amount of Term B Loans and Term C Loans. Each prepayment of Loans required by Section 5.2(a) shall be applied within each Class of Loans (i) ratably among the Lenders holding Loans of such Class (unless otherwise agreed by an applicable affected Lender) and (ii) to scheduled amortization payments in respect of such Loans in direct forward order of scheduled maturity thereof or as otherwise directed by the Borrower. Any prepayment of Term B Loans, Term C Loans or Revolving Loans with the Net Cash Proceeds of, or in exchange for, Permitted Other Debt, Refinancing Term B Loans, Replacement Term B Loans Refinancing Term C Loans or Replacement Term C Loans pursuant to Section 5.2(a)(iii)(B) shall be applied solely to each applicable Class or Classes of Term B Loans, Term C Loans or Revolving Loans being refinanced or replaced.

(d) Application to Term B Loans and Term C Loans. With respect to each prepayment of Term B Loans and Term C Loans elected to be made by the Borrower or required pursuant to Section 5.2(a), subject to Section 11.13 when applicable, the Borrower may designate the Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which made; provided that the Borrower pays any amounts, if any, required to be paid pursuant to Section 2.11 with respect to prepayments of Term SOFR Loans made on any date other than the last day of the applicable Interest Period. In the absence of a Rejection Notice or a designation by the Borrower as described in the preceding sentence, the Administrative Agent shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.11. Upon any prepayment of Term C Loans, the Term L/C Commitment shall be reduced by an amount equal to such prepayment as provided in Section 4.3(b) and the Borrower shall be permitted to withdraw an amount up to the amount of such prepayment from the Term C Collateral Account to complete such prepayment as, and to the extent, provided in Section 4.3(b).

(e) Application to Revolving Loans. With respect to each prepayment of Revolving Loans elected to be made by the Borrower pursuant to Section 5.1 or required by Section 5.2(a) or (b), the Borrower may designate (i) the Types of Loans that are to be prepaid and the specific Borrowing(s) pursuant to which made and (ii) the Revolving Loans to be prepaid; provided that (x) each prepayment of any Loans made pursuant to a Borrowing shall be applied *pro rata* among such Loans; and (y) notwithstanding the provisions of the preceding clause (x), no prepayment made pursuant to Section 5.1 or 5.2(b) of Revolving Loans shall be applied to the Revolving Loans of any Defaulting Lender. In the absence of a designation by the Borrower as described in the preceding sentence, the Administrative Agent shall, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to

minimize breakage costs owing under Section 2.11. The mandatory prepayments set forth in this Section 5.2 shall not reduce the aggregate amount of Commitments and amounts prepaid may be reborrowed in accordance with the terms hereof except as provided in Section 5.2(a)(iii).

(f) Term SOFR Interest Periods. In lieu of making any payment pursuant to this Section 5.2 in respect of any Term SOFR Loan other than on the last day of the Interest Period therefor so long as no Event of Default shall have occurred and be continuing, the Borrower at its option may deposit with the Administrative Agent an amount equal to the amount of the Term SOFR Loan to be prepaid and such Term SOFR Loan shall be repaid on the last day of the Interest Period therefor in the required amount. Such deposit shall be held by the Administrative Agent in a corporate time deposit account established on terms reasonably satisfactory to the Administrative Agent, earning interest at the then customary rate for accounts of such type. Such deposit shall constitute cash collateral for the Term SOFR Loans to be so prepaid; provided that the Borrower may at any time direct that such deposit be applied to make the applicable payment required pursuant to this Section 5.2.

(g) Minimum Amount. (i) No prepayment shall be required pursuant to Section 5.2(a)(i) unless and until the amount at any time of Net Cash Proceeds from Prepayment Events required to be applied at or prior to such time pursuant to such Section and not yet applied at or prior to such time to prepay Term B Loans or Term C Loans pursuant to such Section exceeds (x) $25,000,000 for a single Prepayment Event or (y) $100,000,000 in the aggregate for all Prepayment Events in any one Fiscal Year, at which time all such Net Cash Proceeds in excess thereof shall be applied as a prepayment in accordance with this Section 5.2.

(h) Rejection Right. The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term B Loans required to be made pursuant to Section 5.2(a) (other than prepayments made in connection with any Debt Incurrence Prepayment Event or New Debt Incurrence Prepayment Event), in each case at least three Business Days prior to the date such prepayment is required to be made (or such shorter period of time as agreed to by the Administrative Agent in its reasonable discretion). Each such notice shall be revocable and specify the anticipated date of such prepayment and provide a reasonably detailed estimated calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Lender holding Term B Loans to be prepaid in accordance with such prepayment notice of the contents of the Borrower's prepayment notice and of such Lender's *pro rata* share of the prepayment. Each Lender may reject all or a portion of its *pro rata* share of any such prepayment of Term B Loans required to be made pursuant to Section 5.2(a) (other than prepayments made in connection with any Debt Incurrence Prepayment Event or New Debt Incurrence Prepayment Event) (such declined amounts, the "**Declined Proceeds**") by providing written notice (each, a "**Rejection Notice**") to the Administrative Agent and the Borrower no later than 5:00 p.m. one Business Day after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment. Each Rejection Notice shall specify the principal amount of the mandatory prepayment of Term B Loans to be rejected by such Lender. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term B Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such prepayment of Term B

Loans. Any Declined Proceeds remaining thereafter shall be retained by the Borrower ("**Retained Declined Proceeds**").

(i) Foreign Net Cash Proceeds. Notwithstanding any other provisions of this Section 5.2, (i) to the extent that any or all of the Net Cash Proceeds from a Recovery Prepayment Event (a "**Foreign Recovery Event**") of, or any Disposition by, a Restricted Foreign Subsidiary giving rise to an Asset Sale Prepayment Event are prohibited or delayed by applicable local law or material agreement (so long as not created in contemplation of such prepayment) or organizational document from being repatriated to the United States (a "**Foreign Asset Sale**"), such portion of the Net Cash Proceeds so affected will not be required to be applied to repay Term B Loans or Term C Loans, as applicable, at the times provided in this Section 5.2 but may be retained by the applicable Restricted Foreign Subsidiary so long, but only so long, as the applicable local law will not permit repatriation to the United States (the Borrower hereby agreeing to promptly take commercially reasonable actions reasonably required by the applicable local law or material agreement to permit such repatriation), and once such repatriation of any of such affected Net Cash Proceeds is permitted under the applicable local law (and in any event not later than ten (10) Business Days after such repatriation is permitted to occur) applied (net of additional taxes payable or reserved against as a result thereof) apply an amount equal thereto to the repayment of the Term B Loans or Term C Loans as required pursuant to this Section 5.2 and (ii) to the extent that the Borrower has determined in good faith that repatriation of any of or all the Net Cash Proceeds of any Foreign Recovery Event, any Foreign Asset Sale would have a material adverse tax consequence resulting from the repatriation with respect to such Net Cash Proceeds, the Net Cash Proceeds so affected may be retained by the applicable Restricted Foreign Subsidiary (the Borrower hereby agreeing to promptly take commercially reasonable actions reasonably required to overcome or eliminate such material adverse tax consequence). For the avoidance of doubt, so long as an amount equal to the amount of Net Cash Proceeds required to be applied in accordance with Section 5.2(a) is applied by the Borrower, nothing in this Agreement (including this Section 5) shall be construed to require any Restricted Foreign Subsidiary to repatriate cash.

5.3. Method and Place of Payment.

(a) Except as otherwise specifically provided herein, all payments under this Agreement shall be made by the Borrower without set-off, counterclaim or deduction of any kind, to the Administrative Agent for the ratable account of the Lenders entitled thereto or the L/C Issuer entitled thereto, as the case may be, not later than 3:00 p.m., in each case, on the date when due and shall be made in immediately available funds at the Administrative Agent's Office or at such other office as the Administrative Agent shall specify for such purpose by written notice to the Borrower, it being understood that written or facsimile notice by the Borrower to the Administrative Agent to make a payment from the funds in the Borrower's account at the Administrative Agent's Office shall constitute the making of such payment to the extent of such funds held in such account. All repayments or prepayments of any Loans (whether of principal, interest or otherwise) hereunder and all other payments under each Credit Document shall be made in Dollars. The Administrative Agent will thereafter cause to be distributed on the same day (if payment was actually received by the Administrative Agent prior to 3:00 p.m. or,

otherwise, on the next Business Day) like funds relating to the payment of principal or interest or fees ratably to the Lenders of each applicable Class of Loans entitled thereto.

(b) Any payments under this Agreement that are made later than 3:00 p.m. shall be deemed to have been made on the next succeeding Business Day. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall be payable during such extension at the applicable rate in effect immediately prior to such extension.

5.4. Net Payments.

(a) Any and all payments made by, on behalf of, or on an account of any obligation of, the Borrower or any Guarantor under this Agreement or any other Credit Document shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes; provided that if any applicable withholding agent shall be required by Applicable Law to deduct or withhold any Taxes from such payments, then (i) if such Tax is an Indemnified Tax, the sum payable by the Borrower or any Guarantor shall be increased as necessary so that after making all such required deductions and withholdings (including such deductions or withholdings applicable to additional sums payable under this Section 5.4), the applicable Lender (or in the case of payments made to an Agent for its own account, such Agent) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the applicable withholding agent shall make such deductions or withholdings and (iii) the applicable withholding agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority within the time allowed and in accordance with Applicable Law. Whenever any Taxes are payable by the Borrower or any Guarantor, as promptly as possible thereafter, the Borrower or Guarantor shall send to the Administrative Agent for its own account or for the account of such Lender, as the case may be, a certified copy of an original official receipt (or other evidence acceptable to the Administrative Agent, acting reasonably) received by the Borrower or such Guarantor evidencing payment thereof.

(b) The Borrower shall timely pay to the relevant Governmental Authority, or at the option of the Administrative Agent reimburse the Administrative Agent for the payment of, any Other Taxes (whether or not such Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority).

(c) The Borrower shall indemnify and hold harmless the Administrative Agent, the Collateral Agent and each Lender within fifteen Business Days after written demand therefor, for the full amount of any Indemnified Taxes imposed on the Administrative Agent, the Collateral Agent or such Lender as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower or any Guarantor hereunder or under any other Credit Document (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.4) and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth reasonable detail as to the amount of such payment or liability delivered to the Borrower by a Lender, the

Administrative Agent or the Collateral Agent (as applicable) on its own behalf or on behalf of a Lender shall be conclusive absent manifest error.

(d) Any Lender that is entitled to an exemption from or reduction of withholding Tax, with respect to payments hereunder or under any other Credit Document shall, to the extent it is legally able to do so, deliver to the Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. A Lender's obligation under the prior sentence shall apply only if the Borrower or the Administrative Agent has made a request for such documentation. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in this Section 5.4(d), the completion, execution and submission of such documentation (other than such documentation set forth in Sections 5.4(e), 5.4(h) and 5.4(i) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Each Lender hereby authorizes the Administrative Agent to deliver to the Credit Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to Sections 5.4(d), 5.4(e), 5.4(h) and 5.4(i).

(e) Each Non-U.S. Lender with respect to any Loan made to the Borrower shall, to the extent it is legally eligible to do so:

(i) deliver to the Borrower and the Administrative Agent, prior to the date on which the first payment to the Non-U.S. Lender is due hereunder, two copies of (x) in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding Tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", United States Internal Revenue Service Form W-8BEN or W-8BEN-E (together with a certificate substantially in the form of Exhibit Q certifying that (1) such Non-U.S. Lender is not a bank for purposes of Section 881(c) of the Code, (2) such Non-U.S. Lender is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of the Borrower, (3) any interest payment received by such Non-U.S. Lender under this Agreement or any other Credit Document is not effectively connected with the non-U.S. Lender's conduct of a trade or business in the United States and (4) such Non-U.S. Lender is not a controlled foreign corporation related to the Borrower (within the meaning of Section 881(c)(3)(C) of the Code)), (y)(1) Internal Revenue Service Form W-8BEN or Form W-8BEN-E, in each case properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or reduced rate of, U.S. federal withholding Tax on payments by the Borrower or any Guarantor under an applicable income tax treaty to which the United States is a party or (2) properly completed and duly executed Internal Revenue Service Form W-8ECI, or (z) if a Non-U.S. Lender does not act or ceases to act for its own account with

respect to any portion of any sums paid or payable to such Lender under any of the Credit Documents (for example, in the case of a typical participation or where Non-U.S. Lender is a pass through entity) Internal Revenue Service Form W-8IMY and all necessary attachments (including the forms described in clauses (x) and (y) above, as required), provided that if the Non-U.S. Lender is a partnership (and not a participating Lender), and one or more of the partners is claiming portfolio interest treatment, the certificate substantially in the form of Exhibit Q may be provided by such Non-U.S. Lender on behalf of such partner(s)), in each case properly completed and duly executed; and

(ii) deliver to the Borrower and the Administrative Agent two further copies of any such form or certification (or any applicable successor form) in each case properly completed and duly executed on or before the date that any such form or certification expires or becomes obsolete and after the occurrence of any event requiring a change in the most recent form previously delivered by it to the Borrower, and from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent, or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so.

If in any such case any Change in Law has occurred prior to the date on which any such delivery would otherwise be required that renders any such form inapplicable or would prevent such Non-U.S. Lender from duly completing and delivering any such form with respect to it, such Non-U.S. Lender shall promptly so advise the Borrower and the Administrative Agent.

(f) If any Lender, the Administrative Agent or the Collateral Agent, as applicable, determines, in its sole discretion exercised in good faith, that it had received and retained a refund of an Indemnified Tax (including an Other Tax) for which a payment of additional amounts or indemnification payments has been made by the Borrower pursuant to Section 5.4, which refund in the good faith judgment of such Lender, the Administrative Agent or the Collateral Agent, as the case may be, is attributable to such payment made by the Borrower, then the Lender, the Administrative Agent or the Collateral Agent, as the case may be, shall reimburse the Borrower for such amount (net of all out-of-pocket expenses of such Lender, the Administrative Agent or the Collateral Agent, as the case may be, and without interest other than any interest received thereon from the relevant Governmental Authority with respect to such refund) as the Lender, the Administrative Agent or the Collateral Agent, as the case may be, determines in its sole discretion exercised in good faith to be the proportion of the refund as will leave such Person, after such reimbursement, in no better or worse position (taking into account expenses or any Taxes imposed on the refund) than it would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid; provided that the Borrower, upon the request of the Lender, the Administrative Agent or the Collateral Agent, agrees to repay the amount paid over to the Borrower pursuant to this Section 5.4(f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender, the Administrative Agent or the Collateral Agent, as the case may be, in the event the Lender, the Administrative Agent or the Collateral Agent is required to repay such refund to such Governmental Authority. Upon reasonable request by the Borrower, a Lender, the Administrative Agent or the Collateral Agent shall claim any refund in

respect of any Indemnified Tax or Other Tax for which a payment of additional amounts or indemnification payments has been made by the Borrower pursuant to this Section 5.4 that such Lender or Agent determines is available to it, unless it concludes in its sole discretion that it would be adversely affected by making such a claim. None of any Lender, the Administrative Agent or the Collateral Agent shall be obliged to disclose any information regarding its tax affairs or computations to any Credit Party in connection with this clause (f) or any other provision of this Section 5.4.

(g) If the Borrower determines that a reasonable basis exists for contesting a Tax, each Lender or Agent, as the case may be, shall use reasonable efforts to cooperate with the Borrower as the Borrower may reasonably request in challenging such Tax. Subject to the provisions of Section 2.12, each Lender and Agent agrees to use reasonable efforts to cooperate with the Borrower as the Borrower may reasonably request to minimize any amount payable by the Borrower or any Guarantor pursuant to this Section 5.4. The Borrower shall indemnify and hold each Lender and Agent harmless against any reasonable out-of-pocket expenses incurred by such Person in connection with any request made by the Borrower pursuant to this Section 5.4(g). Nothing in this Section 5.4(g) shall obligate any Lender or Agent to take any action that such Person, in its reasonable judgment, determines would result in a material detriment to such Person.

(h) Each U.S. Lender shall deliver to the Borrower and the Administrative Agent two copies of United States Internal Revenue Service Forms W-9 (or substitute or successor form), properly completed and duly executed, certifying that such Lender is exempt from United States backup withholding (i) on or prior to the Closing Date (or on or prior to the date it becomes a party to this Agreement), (ii) on or before the date that such form expires or becomes obsolete, (iii) promptly after the occurrence of a change in such U.S. Lender's circumstances requiring a change in the most recent form previously delivered by it to the Borrower and the Administrative Agent and (iv) from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent.

(i) If a payment made to any Lender under any Credit Document would be subject to U.S. federal withholding Tax imposed under FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower or the Agent, such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such other documentation reasonably requested by the Administrative Agent and the Borrower as may be necessary for the Administrative Agent and the Borrower to comply with their obligations under FATCA, to determine whether such Lender has or has not complied with such Lender's FATCA obligations and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 5.4(i), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(j) The agreements in this Section 5.4 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(k) For purposes of this Section 5.4, the term "Lender" shall include any L/C Issuer.

5.5. Computations of Interest and Fees.

(a) Except as provided in the next succeeding sentence, interest on Term SOFR Loans and ABR Loans (other than as set forth in the succeeding sentence) shall be calculated on the basis of a 360-day year for the actual days elapsed. Interest on ABR Loans in respect of which the rate of interest is calculated on the basis of the rate of interest in effect for such day as publicly announced from time to time by the Wall Street Journal as the "U.S. prime rate" and interest on overdue interest shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed.

(b) Fees shall be calculated on the basis of a 360-day year for the actual days elapsed.

5.6. Limit on Rate of Interest.

(a) No Payment Shall Exceed Lawful Rate. Notwithstanding any other term of this Agreement, the Borrower shall not be obligated to pay any interest or other amounts under or in connection with this Agreement or otherwise in respect of the Obligations in excess of the amount or rate permitted under or consistent with any applicable law, rule or regulation.

(b) Payment at Highest Lawful Rate. If the Borrower is not obliged to make a payment that it would otherwise be required to make, as a result of Section 5.6(a), the Borrower shall make such payment to the maximum extent permitted by or consistent with applicable laws, rules and regulations.

(c) Adjustment if Any Payment Exceeds Lawful Rate. If any provision of this Agreement or any of the other Credit Documents would obligate the Borrower to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate that would be prohibited by any Applicable Law, then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Applicable Law, such adjustment to be effected, to the extent necessary, by reducing the amount or rate of interest required to be paid by the Borrower to the affected Lender under Section 2.8.

(d) Spreading. In determining whether the interest hereunder is in excess of the amount or rate permitted under or consistent with any Applicable Law, the total amount of interest shall be spread throughout the entire term of this Agreement until its payment in full.

(e) Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if any Lender shall have received from the Borrower an amount in excess

of the maximum permitted by any Applicable Law, then the Borrower shall be entitled, by notice in writing to the Administrative Agent to obtain reimbursement from that Lender in an amount equal to such excess, and pending such reimbursement, such amount shall be deemed to be an amount payable by that Lender to the Borrower.

SECTION 6. Conditions Precedent to Effectiveness.

The effectiveness of this Agreement and the obligation of each Lender to make Loans on the Closing Date is subject to the satisfaction (or waiver) of the conditions precedent set forth in this Section 6.

6.1. Credit Documents. The Administrative Agent shall have received (a) this Agreement, executed and delivered by an Authorized Officer of each Credit Party as of the Closing Date, (b) the Guarantee, executed and delivered by an Authorized Officer of each Guarantor as of the Closing Date, (c) the Pledge Agreement, executed and delivered by an Authorized Officer of each pledgor party thereto as of the Closing Date, (d) the Security Agreement, executed and delivered by an Authorized Officer of each grantor party thereto as of the Closing Date, (e) the Collateral Trust Agreement, executed and delivered by an Authorized Officer of each of the parties thereto and (f) each other customary security document duly authorized, executed and delivered by the applicable parties thereto and related items to the extent necessary to create and perfect the security interests in the Collateral.

6.2. Collateral.

(a) All outstanding Stock of each Subsidiary of the Borrower directly owned by the Borrower or any Subsidiary Guarantor, in each case, as of the Closing Date, shall have been pledged pursuant to the Pledge Agreement (except that such Credit Parties shall not be required to pledge any Excluded Stock and Stock Equivalents) and the Collateral Representative shall have received all certificates, if any, representing such securities pledged under the Pledge Agreement, accompanied by instruments of transfer and undated stock powers endorsed in blank.

(b) All Indebtedness of the Borrower and each Subsidiary of the Borrower that is owing to the Borrower or a Subsidiary Guarantor shall, to the extent exceeding $10,000,000 in aggregate principal amount, be evidenced by one or more global promissory notes and shall have been pledged pursuant to the Pledge Agreement, and the Collateral Representative shall have received all such promissory notes, together with instruments of transfer with respect thereto endorsed in blank.

(c) All documents and instruments, including Uniform Commercial Code or other applicable personal property and financing statements, reasonably requested by the Collateral Agent (at the direction of the Administrative Agent acting reasonably) to be filed, registered or recorded to create the Liens intended to be created by any Security Document to be executed on the Closing Date and to perfect such Liens to the extent required by, and with the priority required by, such Security Document, unless otherwise agreed by the Collateral Agent (acting at the direction of the Administrative Agent), shall have been delivered to the Collateral Representative in proper form for filing, registration or recording and none of the Collateral shall

be subject to any other pledges, security interests or mortgages, except for Liens permitted hereunder.

(d) The Borrower shall deliver to the Collateral Agent a completed Perfection Certificate, executed and delivered by an Authorized Officer of the Borrower, together with all attachments contemplated thereby.

Notwithstanding anything to the contrary herein, with respect to any security documents relating to real property to the extent constituting Collateral, the Borrower agrees to deliver or cause to be delivered such documents and instruments, and take or cause to be taken such other actions as may be required to grant and perfect such security interests, on or prior to the date that is 120 days after the Closing Date or such longer period of time as may be agreed to by the Administrative Agent in its reasonable discretion.

6.3. Legal Opinions. The Administrative Agent shall have received the executed customary legal opinions of (a) White & Case LLP, New York counsel to the Borrower and (b) Fitzpatrick Lentz & Bubba, P.C., Pennsylvania counsel to the Borrower.

6.4. Closing Certificates. The Administrative Agent shall have received a certificate of the Credit Parties, dated the Closing Date, in respect of the conditions set forth in Sections 6.7, 6.12 and 6.13 substantially in the form of Exhibit I, with appropriate insertions, executed by an Authorized Officer of each Credit Party, and attaching the documents referred to in Section 6.5.

6.5. Authorization of Proceedings of Each Credit Party. The Administrative Agent shall have received (a) a copy of the resolutions of the board of directors, other managers or general partner of each Credit Party (or a duly authorized committee thereof) authorizing (i) the execution, delivery and performance of the Credit Documents referred to in Section 6.1 (and any agreements relating thereto) to which it is a party and (ii) in the case of the Borrower, the extensions of credit contemplated hereunder, (b) true and complete copies of the Organizational Documents of each Credit Party as of the Closing Date, and (c) good standing certificates (to the extent such concept exists in the relevant jurisdiction of organization) of the Borrower and the Guarantors.

6.6. Fees. All fees required to be paid on the Closing Date pursuant to the Engagement and Commitment Letter and reasonable and documented out-of-pocket expenses required to be paid on the Closing Date, in the case of expenses, to the extent invoiced at least three (3) Business Days prior to the Closing Date, shall have been paid, or shall be paid substantially concurrently with, the initial Borrowings hereunder.

6.7. Representations and Warranties. All representations and warranties contained in Section 8 of this Agreement shall be true and correct in all material respects on the Closing Date (except to the extent any such representation or warranty is stated to relate solely to an earlier date, it shall be true and correct in all material respects as of such earlier date).

6.8. Notice of Borrowing. The Administrative Agent shall have received a Notice of Borrowing, substantially in the form of Exhibit A with appropriate insertions, executed by any Authorized Officer of the Borrower.

6.9. Solvency Certificate. On the Closing Date, the Administrative Agent shall have received a certificate from the chief financial officer of the Borrower substantially in the form of Exhibit E hereto.

6.10. Plan; Confirmation Order. Neither the Plan nor the Confirmation Order shall have been amended, stayed, supplemented or otherwise modified in any respect that is, in the aggregate, materially adverse to the rights and interests of the Lenders (taken as a whole), the Joint Lead Arrangers and their respective Affiliates, in their capacities as such, unless consented to in writing by the Joint Lead Arrangers (such consent not to be unreasonably withheld, delayed, conditioned or denied). The Plan shall be substantially consummated, as set forth in section 1101 of the Bankruptcy Code, and effective concurrently with the initial funding hereunder in accordance with the Plan.

6.11. Financial Statements. The Administrative Agent (for further distribution to Lenders) shall have received the Historical Financials. The Administrative Agent acknowledges that as of the Closing Date, this Section 6.11 has been satisfied.

6.12. No Event of Default. No Default or Event of Default shall have occurred and be continuing (immediately after giving effect to this Agreement and the Transactions contemplated by this Agreement to occur on the Closing Date).

6.13. Minimum Liquidity. The Borrower shall have Minimum Liquidity on the Closing Date of at least $500,000,000.

6.14. Patriot Act. The Administrative Agent shall have received (at least 3 Business Days prior to the Closing Date) all documentation and other information about the Credit Parties as has been reasonably requested in writing at least 10 Business Days prior to the Closing Date by the Administrative Agent or the Lenders that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations and the Beneficial Ownership Regulation, including without limitation the PATRIOT Act.

6.15. Certain Closing Date Transactions. The Borrower shall have (x)(i) obtained ratings for the Credit Facilities no worse than Ba3 from Moody's, no worse than BB- from S&P and no worse than BB- from Fitch Ratings, Inc. and (ii) received at least $1,500 million of gross proceeds from one or more private offering or other debt or equity facilities, the Initial Term B Loans, an inventory monetization transaction and/or a junior lien credit facility; provided that, if the LMBE-MC Facility is not refinanced on the Closing Date, the amount of gross proceeds required to be received shall be reduced by the aggregate net amount outstanding under the LMBE-MC Facility on the Closing Date or (y) received at least $1,800 million of gross proceeds from one or more private offering or other debt or equity facilities, the Initial Term B Loans, an inventory monetization transaction and/or a junior lien credit facility; provided that, if the LMBE-MC Facility is not refinanced on the Closing Date, the amount of gross proceeds required

to be received shall be reduced by the aggregate net amount outstanding under the LMBE-MC Facility on the Closing Date.

SECTION 7. Conditions Precedent to All Credit Events After the Closing Date.

The agreement of each Lender to make any Loan requested to be made by it on any date (excluding Revolving Loans required to be made by the Revolving Lenders in respect of Unpaid Drawings pursuant to Section 3.4), and the obligation of any L/C Issuer to issue Letters of Credit on any date, is subject to the satisfaction or waiver of the conditions precedent set forth in the following Sections 7.1 and 7.2, provided that the conditions precedent set forth in Section 7.1 shall not be required to be satisfied with respect to the Borrowings on the Closing Date:

7.1. No Default; Representations and Warranties. At the time of each Credit Event and also after giving effect thereto (other than any Credit Event on the Closing Date) (a) no Default or Event of Default shall have occurred and be continuing and (b) all representations and warranties made by any Credit Party contained herein or in the other Credit Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Credit Event (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date).

7.2. Notice of Borrowing.

(a) Prior to the making of each Revolving Loan (other than any Revolving Loan made pursuant to Section 3.4(a)), the Administrative Agent shall have received a Notice of Borrowing (whether in writing or by telephone) meeting the requirements of Section 2.3.

(b) Prior to the issuance of each Revolving Letter of Credit, the Administrative Agent and the applicable Revolving L/C Issuer shall have received a Letter of Credit Request meeting the requirements of Section 3.2(a).

(c) Prior to the issuance of each Term Letter of Credit, the Administrative Agent and the applicable Term L/C Issuer shall have received a Letter of Credit Request meeting the requirements of Section 3.2(b).

The acceptance of the benefits of each Credit Event shall constitute a representation and warranty by each Credit Party to each of the Lenders that all the applicable conditions specified in this Section 7 have been satisfied or waived as of that time to the extent required by this Section 7.

SECTION 8. Representations, Warranties and Agreements.

In order to induce the Lenders and the L/C Issuers to enter into this Agreement, to make the Loans and issue or participate in Letters of Credit as provided for herein, the Borrower makes the following representations and warranties to the Lenders and the L/C Issuers, all of which

shall survive the execution and delivery of this Agreement, the making of the Loans and the issuance of the Letters of Credit:

8.1. Corporate Status; Compliance with Laws. Except as would not reasonably be expected to result in a Material Adverse Effect, each of the Borrower and each Material Subsidiary of the Borrower that is a Restricted Subsidiary (a) is a duly organized and validly existing corporation or other entity in good standing (as applicable) under the laws of the jurisdiction of its organization and has the corporate or other organizational power and authority to own its property and assets and to transact the business in which it is engaged, (b) has duly qualified and is authorized to do business and is in good standing (if applicable) in all jurisdictions where it is legally required to be so qualified and (c) is in compliance with all Applicable Laws.

8.2. Corporate Power and Authority. Each Credit Party has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of the Credit Documents to which it is a party and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Credit Documents to which it is a party. Each Credit Party has duly executed and delivered each Credit Document to which it is a party and each such Credit Document, assuming due authorization, execution and delivery by the other parties thereto constitutes the legal, valid and binding obligation of such Credit Party enforceable in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law) and (ii) the need for filings and registrations necessary to create or perfect the Liens on the Collateral granted by the Credit Parties in favor of the Collateral Trustee (provided that, with respect to the creation and perfection of security interests with respect to Indebtedness, Stock and Stock Equivalents of Foreign Subsidiaries, only to the extent the creation and perfection of such obligation is governed by the Uniform Commercial Code).

8.3. No Violation. Neither the execution, delivery or performance by any Credit Party of the Credit Documents to which it is a party, nor the compliance with the terms and provisions thereof, nor the consummation of the financing transactions contemplated hereby and thereby, will (a) contravene any applicable provision of any Applicable Law other than any contravention which would not reasonably be expected to result in a Material Adverse Effect and assuming the receipt of any FERC and Nuclear Regulatory Commission approvals required in connection with an exercise of remedies, (b) result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Lien upon any of the property or assets of the Borrower or any Restricted Subsidiary (other than Liens created under the Credit Documents, Permitted Liens or Liens subject to an intercreditor agreement permitted hereby or the Collateral Trust Agreement) pursuant to the terms of any material indenture, loan agreement, lease agreement, mortgage, deed of trust or other material debt agreement or instrument to which the Borrower or any Restricted Subsidiary is a party or by which it or any of its property or assets is bound (any such term, covenant, condition or provision, a "**Contractual Requirement**") other than any such breach, default or Lien that

would not reasonably be expected to result in a Material Adverse Effect, or (c) violate any provision of the Organizational Documents of any Credit Party.

8.4. Litigation. Except as set forth on Schedule 8.4, there are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened in writing with respect to the Borrower or any of the Restricted Subsidiaries that have a reasonable likelihood of adverse determination and such determination would reasonably be expected to result in a Material Adverse Effect.

8.5. Margin Regulations. Neither the making of any Loan hereunder nor the use of the proceeds thereof will violate the provisions of Regulation T, U or X of the Board.

8.6. Governmental Approvals. The execution, delivery and performance of the Credit Documents by the Credit Parties does not require, on behalf of any Credit Party, any consent or approval of, registration or filing with, or other action by, any Governmental Authority, except for (i) such as have been obtained or made and are in full force and effect, (ii) filings and recordings in respect of the Liens created pursuant to the Security Documents, (iii) such FERC and Nuclear Regulatory Commission approvals and filings as may be required in connection with an exercise of remedies and (iv) such licenses, authorizations, consents, approvals, registrations, filings or other actions the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect.

8.7. Investment Company Act. None of the Credit Parties is required to register as an "investment company" within the meaning of, and subject to registration under, the Investment Company Act of 1940, as amended.

8.8. True and Complete Disclosure.

(a) None of the written factual information and written data (taken as a whole) heretofore or contemporaneously furnished by or on behalf of the Borrower, any of the Subsidiaries of the Borrower or any of their respective authorized representatives to the Administrative Agent, any Joint Lead Arranger and/or any Lender on or before the Closing Date (including all such information and data contained in the Credit Documents) regarding the Borrower and its Restricted Subsidiaries in connection with the Transactions for purposes of or in connection with this Agreement or any transaction contemplated herein contained any untrue statement of any material fact or omitted to state any material fact necessary to make such information and data (taken as a whole) not materially misleading at such time in light of the circumstances under which such information or data was furnished and such information was, when furnished on or prior to the Closing Date, when taken as a whole after giving effect to all supplements and updates provided thereto, accurate in all material respects (it being understood, for the avoidance of doubt, that none of the Borrower or any of its Subsidiaries shall be required to update any such information following the Closing Date), it being understood and agreed that for purposes of this Section 8.8(a), such factual information and data shall not include projections or estimates (including financial estimates, forecasts, pro forma financial information, budgets, and other forward-looking information), other forward-looking information

or statements regarding future condition or operations, or information of a general economic or general industry nature.

(b) As of the Closing Date, the projections contained in the Lender Presentation are based upon good faith estimates and assumptions believed by the Borrower to be reasonable at the time made, it being recognized by the Agents, Joint Lead Arrangers and the Lenders that such projections, forward-looking statements, estimates and pro forma financial information are not to be viewed as facts or a guarantee of performance, and are subject to material contingencies and assumptions, many of which are beyond the control of the Credit Parties, and that actual results during the period or periods covered by any such projections, forward-looking statements, estimates and pro forma financial information may differ materially from the projected results.

8.9. Financial Condition; Financial Statements. The financial statements described in Section 6.11 present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Subsidiaries, in each case, as of the dates thereof and for such period covered thereby in accordance with GAAP, consistently applied throughout the periods covered thereby, except as otherwise noted therein, and subject, in the case of any unaudited financial statements, to changes resulting from normal year-end adjustments and the absence of footnotes. There has been no Material Adverse Effect since December 31, 2022.

8.10. Tax Matters. Except where the failure of which would not be reasonably expected to have a Material Adverse Effect, (a) each of the Borrower and each of the Restricted Subsidiaries has filed all federal income Tax returns and all other Tax returns, domestic and foreign, required to be filed by it (after giving effect to all applicable extensions) and has paid all material Taxes payable by it that have become due (whether or not shown on such Tax return), other than those (i) not yet delinquent or (ii) contested in good faith as to which adequate reserves have been provided to the extent required by law and in accordance with GAAP, (b) each of the Borrower and each of the Restricted Subsidiaries has provided adequate reserves in accordance with GAAP for the payment of, all federal, state, provincial and foreign Taxes not yet due and payable, and (c) each of the Borrower and each of the Restricted Subsidiaries has satisfied all of its Tax withholding obligations.

8.11. Compliance with ERISA.

(a) Each Employee Benefit Plan is in compliance with ERISA, the Code and any Applicable Law; no Reportable Event has occurred (or is reasonably likely to occur) with respect to any Benefit Plan; no Multiemployer Plan is Insolvent (or is reasonably likely to be Insolvent), and no written notice of any such insolvency has been given to the Borrower or any ERISA Affiliate; no Benefit Plan has an accumulated or waived funding deficiency (or is reasonably likely to have such a deficiency); each Benefit Plan has satisfied the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Benefit Plan, and there has been no determination that any such Benefit Plan is, or is expected to be, in "at risk" status (within the meaning of Section 303(i)(4) of ERISA); none of the Borrower or any ERISA Affiliate has incurred (or is reasonably likely to incur) any

liability to or on account of a Benefit Plan or Multiemployer Plan pursuant to Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code; no proceedings have been instituted (or are reasonably likely to be instituted) to terminate any Benefit Plan or to appoint a trustee to administer any Benefit Plan, and no written notice of any such proceedings has been given to the Borrower or any ERISA Affiliate; and no Lien imposed under the Code or ERISA on the assets of the Borrower or any ERISA Affiliate exists (or is reasonably likely to exist) nor has the Borrower or any ERISA Affiliate been notified in writing that such a Lien will be imposed on the assets of the Borrower or any ERISA Affiliate on account of any Benefit Plan, except to the extent that a breach of any of the representations, warranties or agreements in this Section 8.11(a) would not result, individually or in the aggregate, in an amount of liability that would be reasonably likely to have a Material Adverse Effect. No Benefit Plan has an Unfunded Current Liability that would, individually or when taken together with any other liabilities referenced in this Section 8.11(a), be reasonably likely to have a Material Adverse Effect. With respect to Multiemployer Plans, the representations and warranties in this Section 8.11(a)), other than any made with respect to (i) liability under Section 4201 or 4204 of ERISA or (ii) liability for termination of such Multiemployer Plans under ERISA, are made to the knowledge of the Borrower.

(b) All Foreign Plans are in compliance with, and have been established, administered and operated in accordance with, the terms of such Foreign Plans and Applicable Law, except for any failure to so comply, establish, administer or operate the Foreign Plans as would not reasonably be expected to have a Material Adverse Effect. All contributions or other payments which are due with respect to each Foreign Plan have been made in full and there are no funding deficiencies thereunder, except to the extent any such events would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

8.12. Subsidiaries. Schedule 8.12 lists each Subsidiary of the Borrower (and the direct and indirect ownership interest of the Borrower therein), in each case, existing on the Closing Date (after giving effect to the Transactions).

8.13. Intellectual Property. Each of the Borrower and the Restricted Subsidiaries has good and marketable title to, or a valid license or right to use, all patents, trademarks, servicemarks, trade names, copyrights and all applications therefor and licenses thereof, and all other intellectual property rights, free and clear of all Liens (other than Liens permitted by Section 10.2), that are necessary for the operation of their respective businesses as currently conducted, except where the failure to have any such title, license or rights would not reasonably be expected to have a Material Adverse Effect.

8.14. Environmental Laws. Except as would not reasonably be expected to have a Material Adverse Effect: (a) the Borrower and the Restricted Subsidiaries and all Real Estate are in compliance with all Environmental Laws; (b) the Borrower and the Restricted Subsidiaries have, and have timely applied for renewal of, all permits required under Environmental Law to construct and operate their facilities as currently constructed; (c) except as set forth on Schedule 8.14, neither the Borrower nor any Restricted Subsidiary is subject to any pending or, to the knowledge of the Borrower, threatened Environmental Claim or any other liability under any

Environmental Law, including any such Environmental Claim, or, to the knowledge of the Borrower, any other liability under Environmental Law related to, or resulting from the business or operations of any predecessor in interest of any of them; (d) none of the Borrower or any Restricted Subsidiary is conducting or financing or, to the knowledge of the Borrower, is required to conduct or finance, any investigation, removal, remedial or other corrective action pursuant to any Environmental Law at any location; (e) to the knowledge of the Borrower, no Hazardous Materials have been released into the environment at, on or under any Real Estate currently owned or leased by the Borrower or any Restricted Subsidiary and (f) neither the Borrower nor any Restricted Subsidiary has treated, stored, transported, released, disposed or arranged for disposal or transport for disposal of Hazardous Materials at, on, under or from any currently or, to the knowledge of the Borrower, formerly owned or leased Real Estate or facility. Except as provided in this Section 8.14, the Borrower and the Restricted Subsidiaries make no other representations or warranties regarding Environmental Laws.

8.15. Properties.

(a) Schedule 1.1(c) sets forth a complete and accurate list of all Real Estate located in the United States owned in fee simple by the Borrower or any Subsidiary Guarantor as of the Closing Date with a fair market value equal to or in excess of $20,000,000.

(b) Except as set forth on Schedule 8.15, the Borrower and the Restricted Subsidiaries have good title to or valid leasehold or easement interests or other license or use rights in all properties that are necessary for the operation of their respective businesses as currently conducted, free and clear of all Liens (other than any Liens permitted by this Agreement) and except where the failure to have such good title, leasehold or easement interests or other license or use rights would not reasonably be expected to have a Material Adverse Effect.

8.16. Solvency. On the Closing Date, after giving effect to the Transactions, immediately following the making of each Loan on such date and after giving effect to the application of the proceeds of such Loans, the Borrower on a consolidated basis with its Subsidiaries will be Solvent.

8.17. Security Interests. Subject to the qualifications set forth in Section 6.2 and the terms, conditions and provisions of the Collateral Trust Agreement and any other applicable intercreditor agreement then in effect, with respect to each Credit Party, the Security Documents are (or, with respect to the Mortgages, will be) effective to create in favor of the Collateral Representative, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest (subject to Liens permitted hereunder) in the Collateral described therein and proceeds thereof, in each case, the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. In the case of (i) the Stock described in the Pledge Agreement that is in the form of securities represented by stock certificates or otherwise constituting certificated securities within the meaning of Section 8-102(a)(15) of the New York UCC ("Certificated Securities"), when certificates representing such Stock are delivered to the Collateral Representative along with

instruments of transfer in blank or endorsed to the Collateral Representative, (ii) all other Collateral constituting Real Estate or personal property described in the Security Agreement, when financing statements and other required filings, recordings, agreements and actions in appropriate form are executed and delivered, performed, recorded or filed in the appropriate offices, and (iii) all Collateral constituting Real Estate described in the Mortgages, when such Mortgages are filed or recorded in the proper real estate filing or recording offices and all relevant mortgage taxes and recording charges are duly paid, as the case may be, the Collateral Representative, for the benefit of the applicable Secured Parties, shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Credit Parties in all Collateral and the proceeds thereof (to the extent such Liens may be perfected by possession of the Certificated Securities by the Collateral Representative, filing a financing statement or analogous document, filing intellectual property security agreement "short-form" filings with the United States Patent and Trademark Office or the United States Copyright Office or other actions or perfection is otherwise required by the terms of any Credit Document), in each case, to the extent required under the Security Documents, as security for the Obligations, in each case prior and superior in right to any other Lien (except, in the case of Liens permitted hereunder).

8.18. Labor Matters. Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against the Borrower or any Restricted Subsidiary pending or, to the knowledge of the Borrower, threatened in writing; and (b) hours worked by and payment made for such work to employees of the Borrower and each Restricted Subsidiary have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters.

8.19. Sanctioned Persons; Anti-Corruption Laws; Patriot Act. None of the Borrower or any of its Restricted Subsidiaries or any of their respective directors or officers is (i) the subject of any economic embargoes or similar sanctions administered or enforced by the U.S. Department of State or the U.S. Department of Treasury (including the Office of Foreign Assets Control), the United Nations Security Council, the European Union, His Majesty's Treasury or any other applicable sanctions authority (collectively, "**Sanctions**", and the associated laws, rules, regulations and orders, collectively, "**Sanctions Laws**") or (ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, as of the Closing Date, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Luhansk People's Republic, the so-called Donetsk People's Republic and the non-government controlled Zaporizhzhia and Kherson regions of Ukraine). Each of the Borrower and its Restricted Subsidiaries and their respective officers and directors is in compliance, in all material respects, with (i) all Sanctions Laws, (ii) the United States Foreign Corrupt Practices Act of 1977, as amended, and any other applicable anti-bribery or anti-corruption laws, rules, regulations and orders (collectively, "**Anti-Corruption Laws**") and (iii) applicable portions of the Patriot Act, if any, and any other applicable anti-terrorism and anti-money laundering laws, rules, regulations and orders. No part of the proceeds of the Loans and no Letters of Credit will be used, directly or indirectly, (A) for the purpose of financing any activities or business of or with any Person or in any country or territory that at such time is the subject of any Sanctions in a manner that would result in a violation of applicable Sanctions by any party to this Agreement or (B) 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 in any material respect of any Anti-Corruption Law.

8.20. Use of Proceeds. The Borrower will use the proceeds of the Loans in accordance with Section 9.13 of this Agreement.

8.21. Energy and Regulatory Matters. Each of the Borrower and its Restricted Subsidiaries (a) to the extent any such entity is a "public utility" under the FPA, such entity has obtained blanket authority from FERC to issue securities and assume liabilities pursuant to Section 204 of the FPA or is otherwise subject to exemption from FERC prior-authorization requirements with respect to such activities and (b) with respect to any such entity that is a "public-utility company" under PUHCA, (i) is an "exempt wholesale generator" under PUHCA, (ii) owns and/or operates a "qualifying facility" under the Public Utility Regulatory Policies Act of 1978, or (iii) would not otherwise cause an affiliated "holding company," as defined in PUHCA, to become subject to, or not exempt from, federal access-to-books-and-records requirements under PUHCA.

8.22. Beneficial Ownership Certification. As of the Closing Date, to the best knowledge of the Borrower, the information included in the Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender in connection with this Agreement is true and correct in all respects.

SECTION 9. Affirmative Covenants.

The Borrower hereby covenants and agrees that on the Closing Date (immediately after giving effect to the Transactions) and thereafter, until the Total Commitments and all Letters of Credit have terminated (unless such Letters of Credit have been Cash Collateralized, Backstopped or otherwise collateralized on terms and conditions reasonably satisfactory to the applicable L/C Issuer following the termination of the Revolving Commitments or the termination of the Term L/C Commitments and the repayment of the Term C Loans, as the case may be) and the Loans and Unpaid Drawings, together with interest, fees and all other Obligations (other than Hedging Obligations under Secured CA Hedging Agreements, Cash Management Obligations under Secured CA Cash Management Agreements or Contingent Obligations), are paid in full:

9.1. Information Covenants. The Borrower will furnish to the Administrative Agent (which shall promptly make such information available to the Lenders in accordance with its customary practice):

(a) Annual Financial Statements. On or before the date on which such financial statements are required to be filed with the SEC (after giving effect to any permitted extensions) (or, if such financial statements are not required to be filed with the SEC, on or before the date that is 100 days after the end of each such Fiscal Year (or, in the case of financial statements for the Fiscal Year during which the Closing Date occurs, on or before the date that is 120 days after the end of such Fiscal Year)) (or, in each case, such later time as may be agreed

by the Administrative Agent in its reasonable discretion), the consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such Fiscal Year, and the related consolidated statements of operations and cash flows for such Fiscal Year, setting forth comparative consolidated figures for the preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP in all material respects and, in each case, except with respect to any such reconciliation, certified by independent certified public accountants of recognized national standing whose opinion shall not be qualified as to the scope of audit or as to the status of the Borrower and its consolidated Subsidiaries as a going concern (other than any exception or qualification that is a result of (x) a current maturity date of any Indebtedness or (y) any actual or prospective default of a financial maintenance covenant), all of which shall be (i) certified by an Authorized Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and its consolidated Subsidiaries (or a direct or an indirect parent of the Borrower and its consolidated Subsidiaries, as the case may be) in accordance with GAAP in all material respects, subject to changes resulting from audit, normal year-end audit adjustments and absence of footnotes and (ii) accompanied by a Narrative Report with respect thereto.

(b) Quarterly Financial Statements. On or before the date on which such financial statements are required to be filed with the SEC (after giving effect to any permitted extensions) with respect to each of the first three quarterly accounting periods in each Fiscal Year of the Borrower (or, if such financial statements are not required to be filed with the SEC, on or before the date that is 50 days after the end of each such quarterly accounting period (or, in the case of financial statements for (i) the first fiscal quarter following the Closing Date, on or before the date that is 75 days after the end of such fiscal quarter and (ii) for the second and third fiscal quarters following the Closing Date required to be provided under this clause (b), on or before the date that is 60 days after the end of such fiscal quarter) of the first three fiscal quarters of every Fiscal Year) (or, in each case, such later time as may be agreed by the Administrative Agent in its reasonable discretion), the consolidated balance sheets of the Borrower and its consolidated Subsidiaries, in each case, as at the end of such quarterly period and the related consolidated statements of operations for such quarterly accounting period and for the elapsed portion of the Fiscal Year ended with the last day of such quarterly period, and the related consolidated statement of cash flows for such quarterly accounting period and for the elapsed portion of the Fiscal Year ended with the last day of such quarterly period, and setting forth comparative consolidated figures for the related periods in the prior Fiscal Year or, in the case of such consolidated balance sheet, for the last day of the prior Fiscal Year, all of which shall be certified by an Authorized Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and its consolidated Subsidiaries (or a direct or an indirect parent of the Borrower and its consolidated Subsidiaries, as the case may be) in accordance with GAAP in all material respects, subject to changes resulting from audit, normal year-end audit adjustments and absence of footnotes.

(c) Officer's Certificates. Within five Business Days of the delivery of the financial statements provided for in Section 9.1(a) and (b), a certificate of an Authorized Officer of the Borrower to the effect that no Default or Event of Default exists or, if any Default or Event

of Default does exist, specifying the nature and extent thereof, which certificate shall set forth (i) the calculations required to establish whether the Borrower and its Restricted Subsidiaries were in compliance with the provisions of Section 10.9 as at the end of such Fiscal Year or period (solely to the extent such covenant is required to be tested at the end of such Fiscal Year or quarter), as the case may be and (ii) a specification of any change in the identity of the Restricted Subsidiaries, Unrestricted Subsidiaries and Excluded Project Subsidiaries as at the end of such Fiscal Year or period, as the case may be, from the Restricted Subsidiaries, Unrestricted Subsidiaries and Excluded Project Subsidiaries, respectively, provided to the Lenders on the Closing Date or the most recent Fiscal Year or period, as the case may be (including calculations in reasonable detail of any amount added back to Consolidated Adjusted EBITDA pursuant to clause (a)(16), clause (a(17). Within five Business Days of the delivery of the financial statements provided for in Section 9.1(a), a certificate of an Authorized Officer of the Borrower setting forth (A) in reasonable detail the Applicable Amount and the Applicable Equity Amount as at the end of the Fiscal Year to which such financial statements relate and (B) the information required pursuant to Section 7 of the Perfection Certificate or confirming that there has been no change in such information since the Closing Date or the date of the most recent certificate delivered pursuant to this clause (c)(B), as the case may be.

(d) Notice of Default; Litigation; ERISA Event. Promptly after an Authorized Officer of the Borrower or any Restricted Subsidiary obtains knowledge thereof, notice of (i) the occurrence of any event that constitutes a Default or Event of Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Borrower or the relevant Restricted Subsidiary propose to take with respect thereto, (ii) any litigation, regulatory or governmental proceeding pending against the Borrower or any Restricted Subsidiary that has a reasonable likelihood of adverse determination and such determination would reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect and (iii) the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect.

(e) Other Information. Promptly upon filing thereof, copies of any filings (including on Form 10-K, 10-Q or 8-K) or registration statements with, and reports to, the SEC or any analogous Governmental Authority in any relevant jurisdiction by the Borrower or any Restricted Subsidiary (other than amendments to any registration statement (to the extent such registration statement, in the form it becomes effective, is delivered to the Administrative Agent), exhibits to any registration statement and, if applicable, any registration statements on Form S-8) and copies of all financial statements, proxy statements, notices and reports that the Borrower or any Restricted Subsidiary shall send to the holders of any publicly issued debt with a principal amount in excess of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period of the Borrower and/or any Restricted Subsidiary in their capacity as such holders (in each case to the extent not theretofore delivered to the Administrative Agent pursuant to this Agreement).

(f) Requested Information. With reasonable promptness, following the reasonable request of the Administrative Agent, such other information (financial or otherwise)

as the Administrative Agent on its own behalf or on behalf of any Lender (acting through the Administrative Agent) may reasonably request in writing from time to time; provided that, notwithstanding anything to the contrary in this Section 9.1(f), none of the Borrower or any of its Restricted Subsidiaries will be required to provide any such other information pursuant to this Section 9.1(f) to the extent that (i) the provision thereof would violate any attorney client privilege (as reasonably determined by counsel (internal or external) to the Credit Parties), law, rule or regulation, or any contractual obligation of confidentiality binding on the Credit Parties or their respective affiliates (so long as not entered into in contemplation hereof) or (ii) such information constitutes attorney work product (as reasonably determined by counsel (internal or external) to the Credit Parties).

(g) Projections. Prior to an underwritten public offering, within 100 days after the commencement of each Fiscal Year of the Borrower (or, in the case of the budget for the first full Fiscal Year after the Closing Date, within 120 days after the commencement of such Fiscal Year), a reasonably detailed consolidated budget for such Fiscal Year as customarily prepared by management of the Borrower for its internal use (including a projected consolidated balance sheet of the Borrower and the Restricted Subsidiaries as of the end of such Fiscal Year, the related consolidated statements of projected cash flow and projected income and a summary of the material underlying assumptions applicable thereto) (collectively, the "**Projections**"), which Projections shall in each case be accompanied by a certificate of an Authorized Officer of the Borrower stating that such Projections have been prepared in good faith on the basis of the assumptions stated therein, which assumptions were based on good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time of preparation of such Projections, it being understood that such Projections and assumptions as to future events are not to be viewed as facts or a guarantee of performance, are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower and its Subsidiaries, and that actual results may vary from such Projections and such differences may be material.

(h) Reconciliations. Simultaneously with the delivery of each set of consolidated financial statements referred to in Sections 9.1(a) and (b) above, reconciliations for such consolidated financial statements or other consolidating information reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries and Excluded Project Subsidiaries (if any) from such consolidated financial statements; provided that the Borrower shall be under no obligation to deliver the reconciliations or other information described in this clause (h) if the Consolidated Total Assets and the Consolidated Adjusted EBITDA of the Borrower and its consolidated Subsidiaries (which Consolidated Total Assets and Consolidated Adjusted EBITDA shall be calculated in accordance with the definitions of such terms, but determined based on the financial information of the Borrower and its consolidated Subsidiaries, and not the financial information of the Borrower and its Restricted Subsidiaries) do not differ from the Consolidated Total Assets and the Consolidated Adjusted EBITDA, respectively, of the Borrower and its Restricted Subsidiaries by more than 2.5%.

Notwithstanding the foregoing, the obligations in clauses (a), (b) and (e) of this Section 9.1 may be satisfied with respect to financial information of the Borrower and the Restricted

Subsidiaries by furnishing (A) the applicable financial statements of any direct or indirect parent of the Borrower (B) the Borrower's (or any direct or indirect parent thereof), as applicable, Form 8-K, 10-K or 10-Q, as applicable, filed with the SEC; provided that, with respect to each of subclauses (A) and (B) of this paragraph, to the extent such information relates to a direct or indirect parent of the Borrower, such information is accompanied by consolidating or other information that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to the Borrower and its consolidated Restricted Subsidiaries on a standalone basis, on the other hand (provided, however, that the Borrower shall be under no obligation to deliver such consolidating or other explanatory information if the Consolidated Total Assets and the Consolidated Adjusted EBITDA of the Borrower and its consolidated Restricted Subsidiaries do not differ from the Consolidated Total Assets and the Consolidated Adjusted EBITDA, respectively, of any direct or indirect parent of Borrower and its consolidated Subsidiaries by more than 2.5%). Documents required to be delivered pursuant to clauses (a), (b) and (e) of this Section 9.1 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website as notified to the Administrative Agent; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, or filed with the SEC, and available in EDGAR (or any successor) to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

9.2. Books, Records and Inspections.

(a) The Borrower will, and will cause each Restricted Subsidiary to, permit officers and designated representatives of the Administrative Agent or the Required Lenders (as accompanied by the Administrative Agent) to visit and inspect any of the properties or assets of the Borrower or such Restricted Subsidiary in whomsoever's possession to the extent that it is within such party's control to permit such inspection (and shall use commercially reasonable efforts to cause such inspection to be permitted to the extent that it is not within such party's control to permit such inspection), and to examine the books and records of the Borrower and any such Restricted Subsidiary and discuss the affairs, finances and accounts of the Borrower and of any such Restricted Subsidiary with, and be advised as to the same by, its and their officers and independent accountants, all at such reasonable times and intervals and to such reasonable extent as the Administrative Agent or Required Lenders may desire (and subject, in the case of any such meetings or advice from such independent accountants, to such accountants' customary policies and procedures); provided that, excluding any such visits and inspections during the continuation of an Event of Default (a) only the Administrative Agent, whether on its own or in conjunction with the Required Lenders, may exercise rights of the Administrative Agent and the Lenders under this Section 9.2, (b) the Administrative Agent shall not exercise such rights more than one time in any calendar year and (c) only one such visit shall be at the Borrower's expense; provided further that when an Event of Default exists, the Administrative Agent (or any of its representatives or independent contractors) or any representative of any Lender may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Required

Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary in this Section 9.2, neither the Borrower nor any Restricted Subsidiary will be required under this Section 9.2 to disclose or permit the inspection or discussion of any document, information or other matter to the extent that such action would violate any attorney-client privilege (as reasonably determined by counsel (internal or external) to the Credit Parties), law, rule or regulation, or any contractual obligation of confidentiality (not created in contemplation thereof) binding on the Credit Parties or their respective affiliates or constituting attorney work product (as reasonably determined by counsel (internal or external) to the Credit Parties).

(b) The Borrower will, and will cause each Restricted Subsidiary to, maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity, in all material respects, with GAAP shall be made of all material financial transactions and matters involving the assets of the business of the Borrower or such Restricted Subsidiary, as the case may be (it being understood and agreed that any Restricted Subsidiary may maintain its individual books and records in conformity with local standards or customs and that such maintenance shall not constitute a breach of the representations, warranties or covenants hereunder).

9.3. Maintenance of Insurance. The Borrower will, and will cause each Material Subsidiary that is a Restricted Subsidiary to (a) at all times maintain in full force and effect, pursuant to self-insurance arrangements or with insurance companies that the Borrower believes (in the good faith judgment of the management of the Borrower, as applicable) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which the Borrower believes (in the good faith judgment of management of the Borrower, as applicable) is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) as the Borrower believes (in the good faith judgment of management of the Borrower, as applicable) is reasonable and prudent in light of the size and nature of its business and the availability of insurance on a cost-effective basis and the Borrower shall use commercially reasonable efforts for all such applicable insurance to name the Collateral Trustee as mortgagee (in the case of property insurance) or additional insured on behalf of the Secured Parties (in the case of liability insurance) or loss payee (in the case of property insurance), as applicable, and (b) will furnish to the Administrative Agent, upon written reasonable request from the Administrative Agent, information presented in reasonable detail as to the insurance so carried, provided, however, that for so long as no Event of Default has occurred and is continuing, the Administrative Agent shall be entitled to make such request only once in any calendar year. With respect to each Mortgaged Property, obtain flood insurance in such total amount as is required under the Flood Laws, if at any time the area in which any improvements located on any Mortgaged Property is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), and otherwise comply with the Flood Laws.

9.4. Payment of Taxes. The Borrower will pay and discharge, and will cause each of the Restricted Subsidiaries to pay and discharge, all Taxes, assessments and governmental

charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims in respect of any Taxes imposed, assessed or levied that, if unpaid, could reasonably be expected to become a material Lien upon any properties of the Borrower or any Restricted Subsidiary of the Borrower; provided that neither the Borrower nor any such Restricted Subsidiary shall be required to pay any such tax, assessment, charge, levy or claim (i) that is being contested in good faith and by proper proceedings if it has maintained adequate reserves (in the good faith judgment of management of the Borrower) with respect thereto in accordance with GAAP or (ii) with respect to which the failure to pay would not reasonably be expected to result in a Material Adverse Effect.

9.5. Consolidated Corporate Franchises. The Borrower will do, and will cause each Material Subsidiary that is a Restricted Subsidiary to do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence, corporate rights and authority, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect; provided, , that the Borrower and the Restricted Subsidiaries may consummate any transaction otherwise permitted hereby, including under Section 10.2, 10.3, 10.4 or 10.5.

9.6. Compliance with Statutes, Regulations, Etc. The Borrower will, and will cause each Restricted Subsidiary to, comply with all Applicable Laws applicable to it or its property, including all governmental approvals or authorizations required to conduct its business, and to maintain all such governmental approvals or authorizations in full force and effect, in each case except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

9.7. Lender Calls. The Borrower shall conduct a conference call that Lenders may attend to discuss the financial condition and results of operations of the Borrower and its Restricted Subsidiaries for the most recently ended measurement period for which financial statements have been delivered pursuant to Section 9.1(a) or (b) (beginning with the fiscal quarter of the Borrower ending June 30, 2023), at a date and time to be determined by the Borrower with reasonable advance notice to the Administrative Agent, limited to one conference call per fiscal quarter.

9.8. Maintenance of Properties. The Borrower will, and will cause the Restricted Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition (ordinary wear and tear, casualty and condemnation excepted), except to the extent that the failure to do so would reasonably be expected to have a Material Adverse Effect.

9.9. Transactions with Affiliates. The Borrower will conduct, and cause the Restricted Subsidiaries to conduct, all transactions with any of its or their respective Affiliates (other than (x) any transaction or series of related transactions with an aggregate value that is equal to or less than the greater of (i) $65,000,000 and (ii) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) or (y) transactions between or among (i) the Borrower and the Restricted Subsidiaries or any Person that becomes a Restricted Subsidiary as a result of such transactions

and (ii) the Borrower, the Restricted Subsidiaries, any direct or indirect parent of the Borrower, and any of its other Subsidiaries) on terms that are, taken as a whole, not materially less favorable to the Borrower or such Restricted Subsidiary as it would obtain in a comparable arm's-length transaction with a Person that is not an Affiliate (as determined in good faith by the Borrower); provided that the foregoing restrictions shall not apply to:

(a) the payment of customary fees for management, monitoring, consulting, advisory, underwriting, placement and financial services rendered to the Borrower and its Restricted Subsidiaries and customary investment banking fees paid for services rendered to the Borrower and its Restricted Subsidiaries in connection with divestitures, acquisitions, financings and other transactions, whether or not consummated,

(b) transactions permitted by Section 10 (other than Section 10.6(m) and any provision of Section 10 permitting transactions by reference to Section 9.9),

(c) the Transactions and the payment of the Transaction Expenses,

(d) the issuance of Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) to the management of the Borrower (or any direct or indirect parent thereof) or any Subsidiary of the Borrower in connection with the Transactions or pursuant to arrangements described in clause (f) of this Section 9.9,

(e) loans, advances and other transactions between or among the Borrower, any Subsidiary of the Borrower or any joint venture (regardless of the form of legal entity) in which the Borrower or any Subsidiary of the Borrower has invested (and which Subsidiary or joint venture would not be an Affiliate of the Borrower but for the Borrower's or such Subsidiary's Subsidiary ownership of Stock or Stock Equivalents in such joint venture or Subsidiary) to the extent permitted under Section 10,

(f) (i) employment, consulting and severance arrangements between the Borrower and the Restricted Subsidiaries (or any direct or indirect parent of the Borrower) and their respective officers, employees, directors or consultants in the ordinary course of business (including payments, loans and advances in connection therewith) and (ii) issuances of securities, or other payments, awards or grants in cash, securities or otherwise and other transactions pursuant to any equityholder, employee or director equity plan or stock or other equity option plan or any other management or employee benefit plan or agreement, other compensatory arrangement or any stock or other equity subscription, co-invest or equityholder agreement,

(g) payments (i) by the Borrower and the Subsidiaries of the Borrower to any direct or indirect parent of the Borrower in an amount sufficient so as to allow any direct or indirect parent of the Borrower to make when due (but without regard to any permitted deferral on account of financing agreements) any payment pursuant to any Shared Services and Tax Agreements and (ii) by the Borrower (and any direct or indirect parent thereof) and the Subsidiaries of the Borrower pursuant to the Shared Services and Tax Agreements among the Borrower (and any such parent) and the Subsidiaries of the Borrower, to the extent attributable to the ownership or operation of the Borrower and its Subsidiaries; provided that solely in the case

of the payment of Taxes of the type described in Section 10.6(d)(i) under a Shared Services and Tax Agreement (and in lieu of making a dividend thereunder as contemplated by Section 10.6(d)(i)), the amount of such payments shall not exceed the amount permitted to be paid as dividends or distributions under Section 10.6(d)(i),

(h) the payment of customary fees and reasonable out of pocket costs to, and indemnities provided on behalf of, directors, managers, consultants, officers and employees of the Borrower (or, to the extent attributable to the ownership of the Borrower and its Restricted Subsidiaries, any direct or indirect parent thereof) and the Subsidiaries of the Borrower,

(i) the payment of indemnities and reasonable expenses incurred by the Permitted Holders and their Affiliates in connection with services provided to the Borrower (or any direct or indirect parent thereof), or any of the Subsidiaries of the Borrower,

(j) the issuance of Stock or Stock Equivalents (other than Disqualified Stock) of the Borrower (or any direct or indirect parent thereof) to a parent entity of the Borrower, any Permitted Holder or to any director, officer, employee or consultant,

(k) any customary transactions with a Receivables Entity effected as part of a Permitted Receivables Financing and any customary transactions with a Securitization Subsidiary effected as part of a Qualified Securitization Financing,

(l) the performance of any and all obligations pursuant to the Shared Services and Tax Agreements (provided that payment obligations shall be subject to Section 9.9(g)) and other ordinary course transactions under the intercompany cash management systems with Affiliates and subleases of property from any Affiliate to the Borrower or any of the Restricted Subsidiaries,

(m) transactions pursuant to permitted agreements in existence on the Closing Date or any amendment, modification, supplement, replacement, extension, renewal or restructuring thereto to the extent such an amendment, modification, supplement, replacement, extension renewal or restructuring (together with any other amendment or supplemental agreements) is not materially adverse, taken as a whole, to the Lenders (in the good faith determination of the Borrower),

(n) transactions in which any direct or indirect parent of the Borrower, the Borrower or any Restricted Subsidiary, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Restricted Subsidiary from a financial point of view or meets the requirements of Section 9.9,

(o) the existence and performance of agreements and transactions with any Unrestricted Subsidiary or Excluded Project Subsidiary that were entered into prior to the designation of a Restricted Subsidiary as such Unrestricted Subsidiary or Excluded Project Subsidiary to the extent that the transaction was permitted at the time that it was entered into with such Restricted Subsidiary and transactions entered into by an Unrestricted Subsidiary or

Excluded Project Subsidiary with an Affiliate prior to the redesignation of any such Unrestricted Subsidiary or Excluded Project Subsidiary as a Restricted Subsidiary; provided that (i) such transaction was not entered into in contemplation of such designation or redesignation, as applicable, and (ii) in the case of an Excluded Project Subsidiary, such agreements and transactions comply with the requirements of the definitions of "Non-Recourse Subsidiary" and "Non-Recourse Debt",

(p) Affiliate repurchases of the Loans or Commitments to the extent permitted hereunder and the payments and other transactions reasonably related thereto,

(q) (i) investments by Permitted Holders in securities of the Borrower or any Restricted Subsidiary (and payment of reasonable out-of-pocket expenses incurred by such Permitted Holders in connection therewith) so long as the investment is being offered by the Borrower or such Restricted Subsidiary generally to other investors on the same or more favorable terms, and (ii) payments to Permitted Holders in respect of securities or loans of the Borrower or any Restricted Subsidiary contemplated in the foregoing clause (i) or that were acquired from Persons other than the Borrower and the Restricted Subsidiaries, in each case, in accordance with the terms of such securities or loans; provided, that with respect to securities of the Borrower or any Restricted Subsidiary contemplated in clause (i) above, such investment constitutes less than 10% of the proposed or outstanding issue amount of such class of securities,

(r) transactions constituting any part of a Permitted Reorganization or an IPO Reorganization Transaction,

(s) transactions constituting any part of, or executed in connection with, the Permitted Spin-Out Transactions,

(t) Letters of Credit issued for the direct or indirect benefit of any direct or indirect parent of the Borrower or any Subsidiaries of such direct or indirect parent pursuant to Section 3.1 in reliance on the Available RP/Investment Capacity Amount; and

(u) transactions with a Person (other than an Unrestricted Subsidiary of the Borrower) that is an Affiliate of the Borrower solely because the Borrower owns, directly or through a Restricted Subsidiary, Stock in, or controls, such Person.

9.10. End of Fiscal Years. The Borrower will, for financial reporting purposes, cause each of its, and the Restricted Subsidiaries' fiscal years to end on December 31 of each year (each a "**Fiscal Year**"); provided, , that the Borrower may, upon written notice to the Administrative Agent change the Fiscal Year with the prior written consent of the Administrative Agent (not to be unreasonably withheld, conditioned, delayed or denied), in which case the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary in order to reflect such change in financial reporting.

9.11. Additional Guarantors and Grantors. Subject to any applicable limitations set forth in the Guarantee, the Security Documents, the Collateral Trust Agreement or any applicable

intercreditor agreement and this Agreement (including Section 9.14), the Borrower will cause each direct or indirect wholly-owned Domestic Subsidiary of the Borrower (excluding any Excluded Subsidiary) formed or otherwise purchased or acquired after the Closing Date and each other Domestic Subsidiary of the Borrower that ceases to constitute an Excluded Subsidiary to, within 60 days from the date of such formation, acquisition or cessation (which in the case of any Excluded Subsidiary shall commence on the date of delivery of the certificate required by Section 9.1(c)), as applicable (or such longer period as the Administrative Agent may agree in its reasonable discretion), (i) execute (A) a supplement to each of the Guarantee, the Pledge Agreement and the Security Agreement in order to become a Guarantor under such Guarantee, a pledgor under the Pledge Agreement and a grantor under such Security Agreement, (B) a joinder to the Intercompany Subordinated Note and (C) a joinder to the Collateral Trust Agreement and (ii) take all actions required by the Security Documents to perfect the Liens on the assets of such Domestic Subsidiary (in each case within such time frames as set forth in the applicable Security Document to the extent later than the time frames otherwise set forth in this Section 9.11).

9.12. Pledge of Additional Stock and Evidence of Indebtedness. Subject to any applicable limitations set forth in the Security Documents, the Collateral Trust Agreement and any applicable intercreditor agreement, and other than (x) when in the reasonable determination of the Administrative Agent and the Borrower (as agreed to in writing), the cost, burden or other consequences of doing so would be excessive in view of the benefits to be obtained by the Lenders therefrom or (y) to the extent doing so could result in material adverse tax or regulatory consequences as reasonably determined by the Borrower in consultation with the Administrative Agent, the Borrower will promptly notify the Administrative Agent in writing of any Stock or Stock Equivalents constituting Collateral and issued or otherwise purchased or acquired after the Closing Date and of any Indebtedness in excess of $25,000,000 that is owing to the Borrower or any Subsidiary Guarantor (or Person required to become a Subsidiary Guarantor pursuant to Section 9.11) incurred (individually or in a series of related transactions) after the Closing Date and, in each case, if required pursuant to the Security Documents or reasonably requested by the Administrative Agent, will pledge, and, if applicable, will cause each other Subsidiary Guarantor (or Person required to become a Subsidiary Guarantor pursuant to Section 9.11), to pledge to the Collateral Representative for the benefit of the Secured Bank Parties (in each case, excluding Excluded Collateral), (i) all such Stock and Stock Equivalents, pursuant to a Pledge Agreement or supplement thereto, and (ii) all evidences of such Indebtedness, pursuant to a Pledge Agreement or supplement thereto.

9.13. Use of Proceeds. The Borrower will use (i) the proceeds of the Initial Term B Loans made on the Closing Date (x) to consummate the Transactions and to pay the Transaction Expenses and (y) for working capital, capital expenditures and general corporate purposes (including acquisitions, Investments, restricted payments and other transactions not prohibited hereunder), (ii) the proceeds of the Initial Term C Loans (together with cash on hand and other available sources of cash) to cash fund, one or more Term C Collateral Accounts pursuant to Section ~~3.9~~3.9 hereof ~~and~~, (iii) the proceeds of the Revolving Loans (a) on the Closing Date, to fund a portion of the Transactions Expenses, (b) on and after the Closing Date, to backstop or replace existing letters of credit or to cash collateralize outstanding letters of credit other than Term Letters of Credit, (c) on or after the Closing Date, for working capital, capital expenditures

and general corporate purposes (including acquisitions, Investments, restricted payments and other transactions not prohibited hereunder), and (d) to fund the transactions contemplated by the Plan and for other purposes to be mutually agreed by the Borrower and the Administrative Agent and (iv) the proceeds of the 2023-1 Incremental Term B Loans on the Amendment No. 1 Effective Date to refinance outstanding obligations under the LMBE-MC Facility and to pay fees, costs and expenses related to the incurrence of the 2023-1 Incremental Term B Loans and such refinancing. The Borrower will use Letters of Credit (x) on the Closing Date in order to backstop or replace letters of credit outstanding on the Closing Date (including by "grandfathering" such letters of credit to constitute Letters of Credit) and (y) after the Closing Date, for general corporate purposes and for other transactions not prohibited hereunder.

9.14. Further Assurances.

(a) Subject to the applicable limitations set forth in this Agreement (including Sections 9.11 and 9.12) and the Security Documents, the Collateral Trust Agreement and any applicable intercreditor agreement, the Borrower will, and will cause each other Credit Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents) that may be required under any Applicable Law, or that the Collateral Agent or the Required Lenders may reasonably request, in order to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created by the applicable Security Documents, all at the expense of the Borrower and the Restricted Subsidiaries.

(b) Subject to any applicable limitations set forth in the Security Documents (including in any Mortgage), if any assets (including any Real Estate owned in fee or improvements thereto constituting Collateral with a fair market value equal to or in excess of $20,000,000 (determined at the time of acquisition or contribution thereof)) are acquired by, or contributed to, the Borrower or any Subsidiary Guarantor after the Closing Date (other than assets constituting Collateral under the Security Documents that become subject to the Lien of any Security Document upon acquisition thereof or assets subject to a Lien granted pursuant to Section 10.2(d) or 10.2(g)) that are of the nature secured by any Security Document, the Borrower will promptly notify the Collateral Agent (who shall thereafter notify the Lenders) thereof and, if requested by the Collateral Agent, will cause such assets to be subjected to a Lien securing the applicable Obligations and will take, and cause the other Credit Parties to take, such actions as shall be necessary or reasonably requested by the Collateral Agent (acting at the direction of the Administrative Agent), as soon as commercially reasonable but in no event later than 120 days after the date of such acquisition or contribution, unless extended by the Administrative Agent in its reasonable discretion, to grant and perfect such Liens consistent with the applicable requirements of the Security Documents, including actions described in paragraph (a) of this Section, all at the expense of the Credit Parties.

(c) Any Mortgage delivered to the Collateral Representative in accordance with the preceding clause (b) shall be accompanied by those items set forth in clause (d) that are customary for the type of assets covered by such Mortgage.

(d) With respect to any Mortgaged Property listed on Schedule 1.1(c), within 120 days from the Closing Date and with respect to any other Mortgaged Property, within 120 days after the date of such acquisition or contribution, unless extended by the Administrative Agent in its reasonable discretion, the Borrower will deliver, or cause to be delivered, to the Collateral Representative (i) a Mortgage with respect to each Mortgaged Property, executed by a duly authorized officer of each obligor party thereto, (ii) a policy or policies of title insurance issued by the Title Company insuring the Lien of each such Mortgage as a valid Lien on the Mortgaged Property described therein, free of any other Liens except as permitted by Section 10.2 or consented to in writing (including via email) by the Collateral Agent (at the direction of the Administrative Agent), in an amount reasonably acceptable to the Collateral Agent (at the direction of the Administrative Agent) (not to exceed the value (as determined by the Borrower acting in good faith) of the Mortgaged Property described therein), together with such endorsements and reinsurance as the Collateral Agent (acting at the direction of the Administrative Agent) may reasonably request, together with evidence reasonably acceptable to the Collateral Agent (at the direction of the Administrative Agent) of payment of all title insurance premiums, search and examination charges, escrow charges and related charges, fees, costs and expenses required for the issuance of the title insurance policies referred to above, (iii) a Survey, to the extent reasonably necessary to satisfy the requirements of clause (ii) above, (iv) all other documents and instruments, including Uniform Commercial Code or other applicable fixture security financing statements, reasonably requested by the Collateral Agent (at the direction of the Administrative Agent acting reasonably) to be filed, registered or recorded to create the Liens intended to be created by any such Mortgage and perfect such Liens to the extent required by, and with the priority required by, such Mortgage shall have been delivered to the Collateral Representative in proper form for filing, registration or recording and (v) written opinions of legal counsel in the states in which each such Mortgaged Property is located in customary form and substance; provided that, with respect to each Mortgaged Property consisting of oil, gas, hydrocarbon or other similar mineral interests or mining properties, the applicable Mortgages will describe the mortgaged mineral interests in the manner customary for the mortgaging of similar mineral interests in similar transactions and there will be no title insurance or Surveys in connection with such Mortgaged Properties. The Borrower, prior to delivery of the Mortgages, will deliver, or cause to be delivered, (i) a completed Federal Emergency Management Agency Standard Flood Determination with respect to each Mortgaged Property, in each case in form and substance reasonably satisfactory to the Administrative Agent and (ii) to the extent such Mortgaged Property is located in a special flood hazard area, an executed borrower notice and evidence of flood insurance with respect to such Mortgaged Property, to the extent and in amounts required by the Flood Laws, in each case in form and substance reasonably satisfactory to the Administrative Agent.

(e) Notwithstanding anything herein to the contrary, if the Borrower and the Collateral Agent (at the direction of the Administrative Agent) mutually agree in their reasonable judgment (confirmed in writing to the Borrower and the Administrative Agent) that the cost or other consequences (including adverse tax, regulatory and accounting consequences) of creating or perfecting any Lien on any property is excessive in relation to the benefits afforded to the Secured Parties thereby, then such property may be excluded from the Collateral for all purposes of the Credit Documents.

(f) Notwithstanding anything herein to the contrary, the Borrower and the Guarantors shall not be required, nor shall the Collateral Agent or Collateral Representative be authorized, (i) to perfect the above-described pledges, security interests and mortgages by any means other than by (A) filings pursuant to the Uniform Commercial Code in the office of the secretary of state (or similar central filing office) of the relevant State(s), (B) intellectual property security agreement "short-form" filings in United States government offices with respect to intellectual property as expressly required herein and under the other Credit Documents, (C) delivery to the Collateral Agent or Collateral Representative, for its possession, of all Collateral consisting of instruments, intercompany notes, stock certificates of the Borrower and its Restricted Subsidiaries, subject to the limitations set forth in the Security Documents or (D) Mortgages required to be delivered pursuant to this Section 9.14, (ii) to enter into any control agreement with respect to any deposit account, securities account or commodities account or contract (other than in respect of the Term C Collateral Accounts), (iii) to take any action in any non-U.S. jurisdiction or pursuant to the requirements of the laws of any non-U.S. jurisdiction in order to create any security interests or to perfect any security interests, including with respect to any intellectual property registered outside of the United States (it being understood that there shall be no security agreements or pledge agreements governed by the laws of any non-U.S. jurisdiction), (iv) except as expressly set forth above or in any Security Document (including with respect to the Term C Collateral Accounts), to take any other action with respect to any Collateral to perfect through control agreements or to otherwise perfect by "control", (v) to provide any notice to obtain the consent of governmental authorities under the Federal Assignment of Claims Act (or any state equivalent thereof) or (vi) to escrow any source code or register or apply to register any intellectual property.

Notwithstanding the foregoing provisions of this Section 9.14, the Collateral Agent shall not cause the Collateral Representative to enter into, and no Credit Party shall be required to provide, any Mortgage in respect of any Mortgaged Property under this Section 9.14 until the date that occurs forty-five (45) days after the Borrower has delivered to the Collateral Agent and the Administrative Agent, and the Administrative Agent has delivered to the Revolving Lenders (which may be delivered electronically) the following documents in respect of such real property: (i) the a "Life of Loan" Federal Emergency Agency Standard Flood Hazard Determination with respect to each Mortgaged Property (together with notice about special flood hazard area status and flood disaster assistance, duly executed by the applicable Credit Party, and evidence of flood insurance, in the event any such improved Mortgaged Property or portion thereof is located in a special flood hazard area), (ii) if such improved real property is located in a "special flood hazard area", (A) a notification to the applicable Credit Party of that fact and (if applicable) notification to applicable Credit Party that flood insurance coverage is not available and (B) evidence of the receipt by the applicable Credit Party of such notice and (iii) if such notice is required to be provided to the applicable Credit Party and flood insurance is available in the community in which such improved real property is located, evidence of required flood insurance. It is understood and agreed that the applicable Credit Party shall provide the documentation described in clauses (i), (ii) and (iii) above to the Collateral Agent no later than 45 days prior to the deadline to deliver each applicable Mortgage set forth in this Section 9.14.

Notwithstanding anything to the contrary herein or in any other Credit Document, the Administrative Agent may grant extensions of time (including after the expiration of any relevant period, which apply retroactively) for the creation and perfection of security interests in, or obtaining of title insurance, legal opinions, surveys or other deliverables with respect to, particular assets or the provision of any Guaranty by any Restricted Subsidiary, and each Lender hereby consents to any such extension of time.

9.15. Maintenance of Ratings. The Borrower will use commercially reasonable efforts to obtain and maintain (but not maintain any specific rating) a public corporate family and/or corporate credit rating, as applicable, and public ratings in respect of the Term B Loans and Term C Loans provided pursuant to this Agreement, in each case, from at least two of the following: S&P, Moody's and Fitch Ratings, Inc.

9.16. Changes in Business. The Borrower and the Restricted Subsidiaries, taken as a whole, will not fundamentally and substantively alter the character of their business, taken as a whole, from the business conducted by the Borrower and the Restricted Subsidiaries, taken as a whole, on the Closing Date and other business activities which are extensions thereof or otherwise similar, incidental, complementary, synergistic, reasonably related or ancillary to any of the foregoing (and non-core incidental businesses acquired in connection with any Permitted Acquisition or permitted Investment), in each case as determined by the Borrower in good faith.

SECTION 10. Negative Covenants.

The Borrower hereby covenants and agrees that on the Closing Date (immediately after giving effect to the Transactions) and thereafter, until the Total Commitments and all Letters of Credit have terminated (unless such Letters of Credit have been Backstopped, Cash Collateralized or otherwise collateralized on terms and conditions reasonably satisfactory to the applicable L/C Issuer following the termination of the Revolving Commitments or the termination of the Term L/C Commitments and the repayment of the Term C Loans, as the case may be) and the Loans and Unpaid Drawings, together with interest, fees and all other Obligations (other than Hedging Obligations under Secured CA Hedging Agreements, Cash Management Obligations under Secured CA Cash Management Agreement or Contingent Obligations), are paid in full:

10.1. Limitation on Indebtedness. The Borrower will not, and will not permit the Restricted Subsidiaries to, create, incur or assume any Indebtedness. Notwithstanding the foregoing, the limitations set forth in the immediately preceding paragraph shall not apply to any of the following items:

(a) Indebtedness arising under the Credit Documents (including any Indebtedness incurred as permitted by Sections 2.14, 2.15 and 13.1);

(b) subject to compliance with Section 10.5, Indebtedness of the Borrower or any Restricted Subsidiary owed to the Borrower or any Restricted Subsidiary; provided that all such Indebtedness of any Credit Party owed to any Person that is not a Credit Party shall be (x) evidenced by the Intercompany Subordinated Note or (y) otherwise be subject to subordination

terms substantially similar to the subordination terms set forth in the Intercompany Subordinated Note or otherwise reasonably acceptable to the Administrative Agent;

(c) Indebtedness in respect of any bankers' acceptance, bank guarantees, letter of credit, warehouse receipt or similar facilities entered into in the ordinary course of business (including in respect of construction and restoration activities and in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims and similar obligations);

(d) subject to compliance with Section 10.5, Guarantee Obligations incurred by (i) Restricted Subsidiaries in respect of Indebtedness of the Borrower or any other Restricted Subsidiary that is permitted to be incurred under this Agreement and (ii) the Borrower in respect of Indebtedness of Restricted Subsidiaries that is permitted to be incurred under this Agreement; provided that (A) if the Indebtedness being guaranteed under this Section 10.1(d) is subordinated to the Obligations, such Guarantee Obligations shall be subordinated to the Guarantee of the Obligations on terms (taken as a whole) at least as favorable to the Lenders as those contained in the subordination of such Indebtedness, and (B) the aggregate principal amount of Guarantee Obligations incurred by Restricted Subsidiaries that are not Subsidiary Guarantors under this clause (d), shall not exceed the greater of (x) $100,000,000 and (y) solely on or after the Q2 2024 Financials Date, 20% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(e) Guarantee Obligations (i) incurred in the ordinary course of business (including in respect of construction or restoration activities) in respect of obligations of (or to) suppliers, customers, franchisees, lessors and licensees, (ii) otherwise constituting Investments permitted by Section 10.5 (other than Investments permitted by Section 10.5(l) by reference to Section 10.1 and Section 10.5(q)); provided that this clause (ii) shall not be construed to limit the requirements of Section 10.1(b) and (d) or (iii) contemplated by the Plan;

(f) (i) Indebtedness (including Indebtedness arising under Capital Leases) incurred to finance the purchase price, cost of design, acquisition, construction, repair, restoration, replacement, expansion, installation or improvement of fixed or capital assets or otherwise in respect of Capital Expenditures, so long as such Indebtedness, except in the case of Environmental CapEx or Necessary CapEx, is incurred within 270 days of the acquisition, construction, repair, restoration, replacement, expansion, installation or improvement of such fixed or capital assets or incurrence of such Capital Expenditure, (ii) Indebtedness arising under Capital Leases entered into in connection with Permitted Sale Leasebacks and (iii) Indebtedness arising under Capital Leases, other than Capital Leases in effect on the Closing Date and Capital Leases entered into pursuant to subclauses (i) and (ii) above; provided, that the aggregate principal amount of Indebtedness incurred pursuant to this clause (iii) shall not exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding and (iv)

any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i), (ii) or (iii) above; provided that, except to the extent otherwise permitted hereunder, the principal amount thereof does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus the amounts paid in respect of fees, premiums, costs, and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension plus unused commitments;

(g) Indebtedness permitted to remain outstanding under the Plan, and to the extent the principal amount of such Indebtedness individually exceeds $25,000,000, set forth on Schedule 10.1 and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof; provided that except to the extent otherwise permitted hereunder, in the case of any such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension, (i) the principal amount thereof does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments plus the amounts paid in respect of fees, premiums, costs, and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, or extension, (ii) additional obligors do not guarantee such Indebtedness, (iii) the scheduled maturity date of such Indebtedness is not prior to the maturity date of the debt being refinanced, and (iv) if the Indebtedness being refinanced, or any guarantee thereof, constituted Indebtedness subordinated in right of payment to the Obligations, then such replacement or refinancing Indebtedness, or such guarantee, respectively, shall be subordinated in right of payment to the Obligations to substantially the same extent, taken as a whole;

(h) Indebtedness in respect of Hedging Agreements and letters of credit issued to support Hedging Obligations; provided that, (i) with respect to Commodity Hedging Agreements, such Commodity Hedging Agreements are entered into in the ordinary course of business and consistent with prudent industry practice irrespective of whether or not any such Commodity Hedging Agreement was speculative or not (in each case, as determined by the Borrower at the time any such agreement was entered into in its reasonable discretion acting in good faith) and (ii) with respect to any Hedging Agreements (other than Commodity Hedging Agreements), are not entered into for speculative purposes (in each case, as determined by the Borrower at the time any such agreement was entered into in its reasonable discretion acting in good faith) or otherwise consistent with prudent industry practice;

(i) (A)(i) the 2023 Notes and any guarantee thereof and (ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above;

provided that, except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitment plus the amounts paid in respect of fees, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension and (y) additional obligors with respect to such Indebtedness are not added (B) (i) the Barclays Facility and any guarantees thereof and (ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above, in an aggregate principal amount, together with subclause (i) above, not to exceed $75,000,000 at any one time outstanding;

(j) (i) Indebtedness of a Person or Indebtedness attaching to assets of a Person that, in either case, becomes a Restricted Subsidiary (or is a Restricted Subsidiary that survives a merger with such Person or any of its Subsidiaries) or Indebtedness attaching to assets that are acquired by the Borrower or any Restricted Subsidiary, in each case after the Closing Date as the result of a Permitted Acquisition or other permitted Investment (including through merger or consolidation); provided that (x) such Indebtedness existed at the time such Person became a Subsidiary of the Borrower or at the time such assets were acquired and, in each case, was not created in anticipation thereof and (y) such Indebtedness is not guaranteed in any respect by the Borrower or any Restricted Subsidiary (other than by any such Person that so becomes a Restricted Subsidiary or is the survivor of a merger with such Person or any of its Subsidiaries), unless such Guarantee Obligations is separately permitted under this Section 10.1;

(ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above; provided that, except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments, plus amounts paid in respect of fees, premiums, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension, (y) additional obligors do not guarantee such Indebtedness and (z) if the Indebtedness being refinanced, or any guarantee thereof, constituted Indebtedness subordinated in right of payment to the Obligations, then such replacement or refinancing Indebtedness, or such guarantee, respectively, shall be subordinated in right of payment to the Obligations to substantially the same extent, taken as a whole;

(k) (i) Permitted Other Debt and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof, in each case assumed or incurred for any purpose, including to finance a

Permitted Acquisition, other permitted Investments or Capital Expenditures and Indebtedness of Restricted Subsidiaries that otherwise meets the requirements of the definition of Permitted Other Debt except for the fact that it is incurred by a non-Credit Party; provided that if such Indebtedness is incurred or assumed by a Restricted Subsidiary that is not a Credit Party, such Indebtedness is not guaranteed in any respect by the Borrower or any other Guarantor except as permitted under Section 10.5;

(ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above (which may be Permitted Other Notes or Permitted Other Loans); provided that, except to the extent otherwise expressly permitted hereunder, (x) the principal amount of any such Indebtedness does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments plus amounts paid in respect of fees, premiums, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension, (y) additional obligors do not guarantee such Indebtedness (unless such additional obligors are also (or will simultaneously therewith become) Guarantors hereunder) and (z) such Indebtedness complies with the requirements of the definition of "Permitted Other Loans" or "Permitted Other Notes", as applicable, except, in the case of Indebtedness of Restricted Subsidiaries, where such Indebtedness fails to meet the requirement that it be incurred by a Credit Party; and

(iii) the aggregate principal amount of Indebtedness incurred or assumed under this Section 10.1(k) (A) shall not exceed (i) amounts available under clause (1) of the definition of "Maximum Incremental Facilities Amount", plus (ii) additional amounts if, on a Pro Forma Basis after giving effect to the incurrence of such Indebtedness and the application of proceeds thereof and, if applicable, the Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), (x) in the case of Indebtedness secured by Liens on the Collateral that rank *pari passu* with the Liens securing the Term B Loans, Term C Loans and Revolving Loans, the Consolidated First Lien Net Leverage Ratio (calculated on a Pro Forma Basis) is no greater than (i) at any time prior to the Q2 2024 Financials Date, 2.00:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.50:1.00 (or, to the extent incurred or assumed in connection with a Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), the Consolidated First Lien Net Leverage Ratio (on a Pro Forma Basis for such transaction and the incurrence of such Indebtedness) shall not be higher than the greater of the (x) Consolidated First Lien Net Leverage Ratio set forth in the immediately preceding clause (i) or (ii), as applicable, and (y) the Consolidated First Lien Net Leverage Ratio immediately prior to such Permitted Acquisition, permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction")), (y) in the case of Indebtedness secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Credit Facilities, the Consolidated Secured Net Leverage Ratio (calculated on a Pro Forma Basis) is no greater than (i) at any time prior to the Q2 2024 Financials Date, 2.50:1.00 or

(ii) at any time on or after the Q2 2024 Financials Date, 3.00:1.00 (or, to the extent incurred or assumed in connection with a Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), the Consolidated Secured Net Leverage Ratio (on a Pro Forma Basis for such transaction and the incurrence of such Indebtedness) shall not be higher than the greater of the (x) Consolidated Secured Net Leverage Ratio set forth in the immediately preceding clause (i) or (ii), as applicable, and (y) the Consolidated Secured Net Leverage Ratio immediately prior to such Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction")) and (z) in the case of unsecured Indebtedness or Indebtedness secured only by Liens on assets that do not constitute Collateral, the Consolidated Total Net Leverage Ratio (calculated on a Pro Forma Basis) is no greater than (i) at any time prior to the Q2 2024 Financials Date, 3.25:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.75:1.00 (or, to the extent incurred or assumed in connection with a Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), the Consolidated Total Net Leverage Ratio (on a Pro Forma Basis for such transaction and the incurrence of such Indebtedness) shall not be higher than the greater of the (x) Consolidated Total Net Leverage Ratio set forth in the immediately preceding clause (i) or (ii), as applicable, and (y) the Consolidated Total Net Leverage Ratio immediately prior to such Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction")) and (B) by Restricted Subsidiaries that are not Subsidiary Guarantors, when combined with the total principal amount of Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors pursuant to Section 10.1(y), shall not exceed the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding; and

(iv) if such Permitted Other Debt incurred (and for the avoidance of doubt, not "assumed") pursuant to this clause (k) is a term loan that ranks pari passu in right of security with the Initial Term B Loans or Initial Term C Loans, as applicable, as to payment and security, the Initial Terms Loans shall be subject to the adjustment (if applicable) set forth in the proviso to Section 2.14(d)(iv) as if such Permitted Other Debt were an Incremental Term B Loan incurred hereunder;

(l) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations not in connection with money borrowed, in each case provided in the ordinary course of business (including in respect of construction or restoration activities) or consistent with past practice or in respect of coal mine reclamation, including those incurred to secure health, safety and environmental obligations in the ordinary course of business (including in respect of construction or restoration activities) or consistent with past practice;

(m) (i) Indebtedness incurred in connection with any Permitted Sale Leaseback and (ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in

subclause (i) above; provided that, except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitment plus the amounts paid in respect of fees, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension and (y) additional obligors with respect to such Indebtedness are not added;

(n) (i) additional Indebtedness and (ii) any modification, replacement, refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (i) above; provided that the aggregate principal amount of Indebtedness incurred or issued pursuant to this Section 10.1(n) shall not exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(o) Indebtedness secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Credit Facilities; provided that the aggregate principal amount of Indebtedness permitted under this clause (o) shall not exceed the greater of (x) $100,000,000 and (y) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time;

(p) Cash Management Obligations and other Indebtedness in respect of overdraft facilities, employee credit card programs, netting services, automatic clearinghouse arrangements and other cash management and similar arrangements in the ordinary course of business;

(q) (i) Indebtedness incurred in the ordinary course of business in respect of obligations of the Borrower or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services, including turbines, transformers and similar equipment and (ii) Indebtedness in respect of intercompany obligations of the Borrower or any Restricted Subsidiary with the Borrower or any Restricted Subsidiary of the Borrower in respect of accounts payable incurred in connection with goods sold or services rendered in the ordinary course of business and not in connection with the borrowing of money;

(r) Indebtedness arising from agreements of the Borrower or any Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations (including earn-outs), in each case entered into in connection with Permitted Acquisitions, other Investments and the Disposition of any business, assets or Stock or Stock Equivalents permitted hereunder;

(s) Indebtedness of the Borrower or any Restricted Subsidiary consisting of (i) financing of insurance premiums or (ii) take or pay obligations contained in supply agreements, in each case arising in the ordinary course of business (including in respect of construction or restoration activities);

(t) Indebtedness representing deferred compensation, or similar arrangement, to employees, consultants or independent contractors of the Borrower (or, to the extent such work is done for the Borrower or its Subsidiaries, any direct or indirect parent thereof) and the Restricted Subsidiaries incurred in the ordinary course of business;

(u) Indebtedness consisting of promissory notes issued by any Credit Party to current or former officers, managers, consultants, directors and employees (or their respective spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees) to finance the purchase or redemption of Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) permitted by Section 10.6(b);

(v) Indebtedness consisting of obligations of the Borrower and the Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person in connection with the Transactions and Permitted Acquisitions or any other Investment permitted hereunder;

(w) Indebtedness in respect of (i) Permitted Receivables Financings owed by a Receivables Entity or Qualified Securitization Financings owed by a Securitization Subsidiary and (ii) accounts receivable factoring facilities in the ordinary course of business; provided that the aggregate principal amount of Receivables Indebtedness pursuant to this clause (w) shall not exceed the greater of (x) $250,000,000 and (y) solely on or after the Q2 2024 Financials Date, 45% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at any time outstanding;

(x) [reserved];

(y) Indebtedness in respect of (i) Permitted Other Debt issued or incurred for cash to the extent that the Net Cash Proceeds therefrom are applied to the prepayment of, at the Borrower's option as to the allocation among any and all of the following Classes: (A) Term B Loans in the manner set forth in Section 5.2(a)(iii)(A), (B) at the Borrower's option, Revolving Loans, Additional Revolving Loans and/or Extended Revolving Loans (accompanied by a permanent reduction in the Revolving Commitments, Additional Revolving Commitments or Extended Revolving Commitments, as applicable, in the amount of the Net Cash Proceeds allocated to the prepayment of such Revolving Loans, Additional Revolving Loans and/or Extended Revolving Loans) in the manner set forth in Section 5.2(a)(iii)(A), and/or (C) Term C Loans in the manner set forth in Section 5.2(a)(iii)(A), (ii) Permitted Other Loans incurred under Replacement Revolving Commitments, (iii) other Permitted Other Debt; provided that if such Permitted Other Debt incurred pursuant to this clause (iii) is a term loan that ranks pari passu in right of security with the Initial Term B Loans as to payment and security, the Initial Terms Loans shall be subject to the adjustment (if applicable) set forth in the proviso to Section 2.14(d)(iv) as if such Permitted Other Debt were an Incremental Term B Loan incurred

hereunder, and (iv) any refinancing, refunding, renewal or extension of any Indebtedness specified in subclauses (i), (ii) and (iii) above; provided that in the case of this clause (iv), except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such refinancing, refunding, renewal or extension (except for any original issue discount thereon and the amount of fees, expenses and premium in connection with such refinancing) and (y) such Indebtedness otherwise complies the definition of Permitted Other Loans (in the case of Indebtedness in the form of loans) or the definition of Permitted Other Notes (in the case of Indebtedness in the form of notes) (it being understood that Permitted Other Loans may be refinanced by Permitted Other Notes and Permitted Other Notes may be refinanced by Permitted Other Loans); provided further that the aggregate principal amount of any such Indebtedness incurred under preceding clauses (iii) and (iv) (in respect of Indebtedness incurred in reliance on preceding clause (iii)) shall not exceed, when combined with the aggregate principal amount of any Incremental Term B Loans, any Incremental Term C Loans and any Incremental Revolving Commitments that have been incurred or provided in reliance on Section 2.14, the Maximum Incremental Facilities Amount; provided, further, that the aggregate principal amount of Indebtedness incurred in reliance on this clause (y), when combined with the total principal amount of Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors pursuant to Section 10.1(k), shall not exceed the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time; provided that if such Indebtedness is incurred by a Restricted Subsidiary that is not a Credit Party, such Indebtedness is not guaranteed in any respect by the Borrower or any other Guarantor except as permitted under Section 10.5; provided that in the case of any Indebtedness incurred in reliance on clause (iii) above, (x) other than as described in the immediately succeeding clause (y), no Event of Default shall exist on such date of incurrence immediately before or immediately after giving effect to such Indebtedness or (y) if such Indebtedness is being provided in connection with a Limited Condition Transaction, then no Event of Default under Section 11.1 or Section 11.5 shall exist on such date.

(z) (i) Indebtedness in respect of Permitted Debt Exchange Notes incurred pursuant to a Permitted Debt Exchange in accordance with Section 2.17 (and which does not generate any additional proceeds) and (ii) any refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (i) above; provided that except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension (except for any original issue discount thereon and the amount of fees, expenses and premium in connection with such refinancing) and (y) such Indebtedness otherwise complies with the definition of "Permitted Other Notes";

(aa) Indebtedness in a principal amount not to exceed the Applicable Equity Amount;

(bb) Indebtedness incurred to finance Necessary CapEx; provided that prior to the incurrence of any Indebtedness to finance Necessary CapEx, the Borrower shall deliver to the Administrative Agent an Officer's Certificate designating such Indebtedness as Necessary CapEx Debt;

(cc) [reserved];

(dd) intercompany Indebtedness among the Borrower and its Subsidiaries constituting any part of any Permitted Reorganization;

(ee) to the extent constituting Indebtedness, customer deposits and advance payments (including progress payments) received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(ff) (i) Indebtedness of the Borrower or any Restricted Subsidiary supported by a letter of credit, in a principal amount not in excess of the available balance of such letter of credit so long as such letter of credit is otherwise permitted to be incurred pursuant to this Section 10.1 or (ii) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of the Borrower or any Subsidiary of the Borrower in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than the United States;

(gg) Indebtedness owing to the seller of any business or assets permitted to be acquired by the Borrower or any Restricted Subsidiary under this Agreement; provided that the aggregate principal amount of Indebtedness permitted under this clause (gg) shall not exceed the greater of (x) $65,000,000 and (y) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time;

(hh) obligations in respect of Disqualified Stock and Preferred Stock in an amount not to exceed the greater of (x) $65,000,000 and (y) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time;

(ii) Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors under this clause (ii) not to exceed the greater of (x) $100,000,000 and (y) solely on or after the Q2 2024 Financials Date, 20% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(jj) Non-Recourse Debt;

(kk) Environmental CapEx Debt; provided that prior to the incurrence of any Environmental CapEx Debt, the Borrower shall deliver to the Administrative Agent an Officer's Certificate designating such Indebtedness as Environmental CapEx Debt;

(ll) the incurrence by the Borrower or any Restricted Subsidiary of one or more credit facilities (which shall be in the form of credit default swap-collateralized facilities, letter of credit facilities, or other revolving credit facilities) in an aggregate principal amount at any time outstanding not to exceed the greater of (A) $200,000,000 and (B) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA;

(mm) Indebtedness incurred in connection with a Permitted Spin Out Transaction; and

(n n) all premiums (if any), interest (including post-petition interest), fees, expenses, charges, and additional or contingent interest on obligations described in clauses (a) through (mm) above.

For purposes of determining compliance with this Section 10.1, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in the proviso to the first paragraph of this Section 10.1 and clauses (a) through (nn) above, the Borrower shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such item of Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness in one or more of the above paragraph or clauses; provided that all Indebtedness outstanding under the Credit Documents will be deemed at all times to have been incurred in reliance only on the exception in clause (a) of Section 10.1.

Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock will not be deemed to be an incurrence or issuance of Indebtedness, Disqualified Stock or Preferred Stock for purposes of this covenant.

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the principal amount of Indebtedness denominated in another currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in another currency, and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (i) the principal amount of such Indebtedness being refinanced (*plus* unused commitments thereunder) *plus* (ii) the aggregate amount of accrued interest, premiums (including call and tender premiums), defeasance costs, underwriting discounts, fees, commissions, costs and expenses (including original issue discount, upfront fees and similar items) incurred in connection with such refinancing.

The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based

on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

This Agreement will not treat (1) unsecured Indebtedness as subordinated or junior to secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral.

10.2. Limitation on Liens. The Borrower will not, and will not permit the Restricted Subsidiaries to, create, incur or assume any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of the Borrower or such Restricted Subsidiary, whether now owned or hereafter acquired, except:

(a) Liens arising under (i) the Credit Documents securing the Obligations and (ii) the Security Documents and the Permitted Other Debt Documents securing Permitted Other Debt Obligations permitted to be incurred under Section 10.1(k), (y) or (z); provided that, (A) in the case of Liens securing Permitted Other Debt Obligations that constitute First Lien Obligations pursuant to subclause (ii) above and whose collateral package is identical to the Collateral (subject to exceptions set forth in the Security Documents), (I) the applicable Permitted Other Debt Secured Parties (or a representative thereof on behalf of such holders) shall have delivered to the Collateral Representative a joinder to the Collateral Trust Agreement or, if the Collateral Trust Agreement has been terminated, shall have (1) entered into the First Lien Intercreditor Agreement (or, if already in effect, a joinder thereto) and (2) delivered to the Collateral Representative an Additional First Lien Secured Party Consent (as defined in the Security Agreement), and an Additional First Lien Secured Party Consent (as defined in the Pledge Agreement) or (II) the Borrower shall have complied with the other requirements of Section 8.16 of the Security Agreement with respect to such Permitted Other Debt Obligations, and if applicable, the applicable Permitted Other Debt Secured Parties (or a representative thereof on behalf of such holders) shall enter into security documents with terms and conditions not materially less favorable to the Secured Bank Parties than the terms and conditions of the Security Documents, a joinder to the Collateral Trust Agreement and, if the Collateral Trust Agreement has been terminated, the First Lien Intercreditor Agreement (or a joinder thereto or an intercreditor agreement reasonably acceptable to the Administrative Agent and the Collateral Representative) and (B) in the case of Liens securing Permitted Other Debt Obligations that do not constitute First Lien Obligations pursuant to subclause (ii) above, the applicable Permitted Other Debt Secured Parties (or a representative thereof on behalf of such holders) shall have entered into the Junior Lien Intercreditor Agreement (or a joinder thereto) (it being understood and agreed that (x) without any further consent of the Lenders, the Administrative Agent, the Collateral Agent and the Collateral Trustee shall be authorized to negotiate, execute and deliver on behalf of the Secured Parties the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement or any other intercreditor agreement contemplated by, or to effect the provisions of, this Section 10.2(a) and (y) for the avoidance of doubt, the Liens created for the benefit of the Revolving L/C Issuers as contemplated by Section 3.8(c) are permitted by this Section 10.2(a));

(b) Liens on the Collateral securing obligations under Secured Cash Management Agreements, Secured Hedging Agreements and letters of credit issued to support Hedging Obligations;

(c) Permitted Liens;

(d) Liens securing Indebtedness permitted pursuant to Section 10.1(f); provided that (x) except with respect to any Indebtedness incurred in connection with Environmental CapEx or Necessary CapEx, such Liens attach concurrently with or within two hundred and seventy (270) days after completion of the acquisition, construction, repair, restoration, replacement, expansion, installation or improvement (as applicable) of the property subject to such Liens and (y) except as otherwise permitted hereby, such Liens attach at all times only to the assets so financed except (1) for accessions to the property financed with the proceeds of such Indebtedness and the proceeds and the products thereof and (2) that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(e) (i) Liens permitted to remain outstanding under the Plan and (ii) Liens existing on the Closing Date; provided that any Lien securing Indebtedness or other obligations with a principal amount in excess of $25,000,000 individually shall only be permitted to the extent such Lien is listed on Schedule 10.2;

(f) the supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal of any Lien permitted by clause (a)(ii), clause (e), clause (g), clause (i), clause (v) and clause (ee) of this Section 10.2 upon or in the same assets theretofore subject to such Lien (or upon or in after-acquired property that is affixed or incorporated into the property covered by such Lien and accessions thereto or any proceeds or products thereof) or the supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal (without increase in the amount or change in any obligor, except to the extent otherwise permitted hereunder) of the Indebtedness or other obligations secured thereby (including any unused commitments), to the extent such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal is permitted by Section 10.1; provided that in the case of any such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal of any Lien permitted by clause (a)(ii), clause (v) and clause (ee) of this Section 10.2, the requirements set forth in the proviso to clause (a)(ii), clause (v) or subclause (ii) of clause (ee), as applicable, shall have been satisfied;

(g) Liens existing on the assets of any Person that becomes a Restricted Subsidiary (or is a Restricted Subsidiary that survives a merger with such Person or any of its Subsidiaries) pursuant to a Permitted Acquisition or other permitted Investment or the designation of an Unrestricted Subsidiary as a Restricted Subsidiary or existing on assets acquired after the Closing Date, to the extent the Liens on such assets secure Indebtedness permitted by Section 10.1; provided that such Liens (i) are not created or incurred in connection with, or in contemplation of, such Person becoming such a Restricted Subsidiary or such assets

being acquired and (ii) attach at all times only to the same assets to which such Liens attached and after-acquired property, property that is affixed or incorporated into the property covered by such Lien and accessions thereto and products and proceeds thereof, after-acquired property subject to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, and the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment financed by such lender, it being understood that such requirement to pledge such after-acquired property shall not be permitted to apply to any such after-acquired property to which such requirement would not have applied but for such acquisition) except as otherwise permitted hereunder, and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof permitted by Section 10.1;

(h) Liens securing incurring Indebtedness incurred pursuant to Section 10.1(i);

(i) Liens securing Indebtedness or other obligations (i) of the Borrower or any Restricted Subsidiary in favor of a Credit Party and (ii) of any other Restricted Subsidiary that is not a Credit Party in favor of any other Restricted Subsidiary that is not a Credit Party;

(j) Liens (i) of a collecting bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) or attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, and (iii) in favor of banking or other financial institutions or other electronic payment service providers arising as a matter of law or customary contract encumbering deposits, including deposits in "pooled deposit" or "sweep" accounts (including the right of set-off) and which are within the general parameters customary in the banking or finance industry;

(k) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 10.5 to be applied against the purchase price for such Investment and (ii) consisting of an agreement to sell, transfer, lease or otherwise dispose of any property in a transaction permitted under Section 10.4, in each case, solely to the extent such Investment or sale, disposition, transfer or lease, as the case may be, would have been permitted on the date of the creation of such Lien;

(l) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale or purchase of goods entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business (including in respect of construction or restoration activities) permitted by this Agreement;

(m) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 10.5;

(n) any amounts held by a trustee in the funds and accounts under an indenture securing any revenue bonds issued for the benefit of the Borrower or any Restricted Subsidiary;

(o) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and the Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business;

(p) Liens (a) on any cash earnest money deposits or cash advances made by the Borrower or any of the Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted under this Agreement, (b) on other cash advances in favor of the seller of any property to be acquired in an Investment or other acquisition permitted hereunder to be applied against the purchase price for such Investment or other acquisition or (c) consisting of an agreement to dispose of any property pursuant to a disposition permitted hereunder (or reasonably expected to be so permitted by the Borrower at the time such Lien was granted);

(q) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(r) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of commercial letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods in the ordinary course of business or consistent with past practice;

(s) Liens securing Non-Recourse Debt of an Excluded Project Subsidiary on the assets (and the income and proceeds therefrom) of such Excluded Project Subsidiary that are developed, operated and/or constructed with the proceeds of (A) such Non-Recourse Debt or investments in such Non-Recourse Subsidiary; or (B) Non-Recourse Debt or investments referred to in clause (A) refinanced in whole or in part by such Non-Recourse Debt;

(t) additional Liens on assets of any Restricted Subsidiary that is not a Credit Party securing Indebtedness of any Restricted Subsidiary that is not a Credit Party permitted pursuant to Section 10.1 (or other obligations of any Restricted Subsidiary that is not a Credit Party not constituting Indebtedness);

(u) Liens in respect of Permitted Sale Leasebacks;

(v) Liens securing incurring Indebtedness incurred pursuant to Section 10.1(o); provided that any Liens on the Collateral shall rank junior to the Lien on the Collateral securing the Obligations and the holder(s) of such Liens (or a representative thereof) shall have entered into the Collateral Trust Agreement, the Junior Lien Intercreditor Agreement and/or

other intercreditor agreements or arrangements that reflect market terms or are otherwise reasonably acceptable to the Administrative Agent and the Borrower, as applicable;

(w) rights reserved to or vested in others to take or receive any part of, or royalties related to, the power, gas, oil, coal, lignite or other minerals or timber generated, developed, manufactured or produced by, or grown on, or acquired with, any property of the Borrower and the Restricted Subsidiaries and Liens upon the production from property of power, gas, oil, coal, lignite or other minerals or timber, and the by-products and proceeds thereof, to secure the obligations to pay all or a part of the expenses of exploration, drilling, mining or development of such property only out of such production or proceeds;

(x) Liens arising out of all presently existing and future division and transfer orders, advance payment agreements, processing contracts, gas processing plant agreements, operating agreements, gas balancing or deferred production agreements, pooling, unitization or communitization agreements, pipeline, gathering or transportation agreements, platform agreements, drilling contracts, injection or repressuring agreements, cycling agreements, construction agreements, shared facilities agreements, salt water or other disposal agreements, leases or rental agreements, farm-out and farm-in agreements, exploration and development agreements, and any and all other contracts or agreements covering, arising out of, used or useful in connection with or pertaining to the exploration, development, operation, production, sale, use, purchase, exchange, storage, separation, dehydration, treatment, compression, gathering, transportation, processing, improvement, marketing, disposal or handling of any property of the Borrower and the Restricted Subsidiaries; provided that such agreements are entered into in the ordinary course of business (including in respect of construction or restoration activities);

(y) any restrictions on any Stock or Stock Equivalents or other joint venture interests of the Borrower or any Restricted Subsidiary providing for a breach, termination or default under any owners, participation, shared facility, joint venture, stockholder, membership, limited liability company or partnership agreement between such Person and one or more other holders of such Stock or Stock Equivalents or interest of such Person, if a security interest or other Lien is created on such Stock or Stock Equivalents or interest as a result thereof and other similar Liens;

(z) Liens resulting from any customary provisions limiting the disposition or distribution of assets or property (including without limitation Stock) or any related restrictions thereon in joint venture, partnership, membership, stockholder and limited liability company agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, including owners', participation or similar agreements governing projects owned through an undivided interest; provided, however, that any such limitation is applicable only to the assets that are the subjects of such agreements;

(aa) Liens and other exceptions to title, in either case on or in respect of any facilities of the Borrower or any Restricted Subsidiary, arising as a result of any shared facility agreement entered into with respect to such facility, except to the extent that any such Liens or exceptions, individually or in the aggregate, materially adversely affect the value of the relevant

property or materially impair the use of the relevant property in the operation of business the Borrower and the Restricted Subsidiaries, taken as a whole;

(bb) Liens on cash and Permitted Investments (i) deposited by the Borrower or any Restricted Subsidiary in margin accounts with or on behalf of brokers, credit clearing organizations, ISOs, RTOs, pipelines, state agencies, federal agencies, futures contract brokers, customers, trading counterparties, or any other parties or issuers of surety bonds or (ii) pledged or deposited as collateral by the Borrower or any Restricted Subsidiary with any of the entities described in clause (i) above to secure their respective obligations, in the case of each of clauses (i) and (ii) above, with respect to: (A) any contracts and transactions for the purchase, sale, exchange of, or the option (whether physical or financial) to purchase, sell or exchange (1) natural gas, (2) electricity, (3) coal, (4) petroleum-based liquids, (5) oil, (6) nuclear fuel (including enrichment and conversion), (7) emissions or other environmental credits, (8) waste byproducts, (9) weather, (10) power and other generation capacity, (11) heat rate, (12) congestion, (13) renewal energy credit or (14) any other energy-related commodity or services or derivative (including ancillary services and related risk (such as location basis) or weather-related risk); (B) any contracts or transactions for the purchase, processing, transmission, transportation, distribution, sale, lease, hedge or storage of, or any other services related to any commodity or service identified in subparts (1) - (14) above, including any capacity agreement; (C) any financial derivative agreement (including but not limited to swaps, options or swaptions) related to any commodity identified in subparts (1) - (14) above, or to any interest rate or currency rate management activities; (D) any agreement for membership or participation in an organization that facilitates or permits the entering into or clearing of any Netting Agreement, any insurance or self-insurance arrangements or any agreement described in this Section 10.2(bb); (E) any agreement combining part or all of a Netting Agreement or part or all of any of the agreements described in this Section 10.2(bb); (F) any document relating to any agreement described in this Section 10.2(bb) that is filed with a Governmental Authority and any related service agreements; or (G) any commercial or trading agreements, each with respect to, or involving the purchase, transmission, distribution, sale, lease or hedge of, any energy, generation capacity or fuel, or any other energy related commodity or service, price or price indices for any such commodities or services or any other similar derivative agreements, and any other similar agreements (such agreements described in clauses (A) through (G) of this Section 10.2(bb) being collectively, "**Permitted Contracts**"), Netting Agreements, Hedging Agreements and letters of credit supporting Permitted Contracts, Netting Agreements and Hedging Agreements;

(cc) additional Liens on assets that do not constitute Collateral prior to the creation of such Liens, so long as the Credit Facilities hereunder are equally and ratably secured thereby and otherwise subject to intercreditor agreements or arrangements that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Collateral Agent (at the direction of the Administrative Agent);

(dd) Liens securing Indebtedness permitted to be incurred pursuant to Section 10.1(x), (ll) and (mm);

(ee) additional Liens, so long as (i)(x) with respect to Indebtedness that is secured by Liens on a *pari passu* basis with any Liens securing the Initial Credit Facilities (without regard to control of remedies), immediately after the incurrence thereof, on a Pro Forma Basis, the Consolidated First Lien Net Leverage Ratio does not exceed (i) at any time prior to the Q2 2024 Financials Date, 2.00:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.50:1.00, and (y) with respect to Indebtedness that is secured by Liens that are junior in right of security to the Liens securing any Initial Credit Facilities, immediately after the incurrence thereof, on a Pro Forma Basis, the Consolidated Secured Net Leverage Ratio does not exceed (i) at any time prior to the Q2 2024 Financials Date, 2.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.00:1.00, and (ii) the holder(s) of such Liens (or a representative thereof) shall have entered into the Collateral Trust Agreement or, if the Collateral Trust Agreement has been terminated, the First Lien Intercreditor Agreement (in the case of subclause (i)(x)), the Junior Lien Intercreditor Agreement (in the case of subclause (i)(y)) or other intercreditor agreements or arrangements that reflect market terms or are otherwise reasonably acceptable to the Administrative Agent and the Borrower;

(ff) additional Liens, so long as the aggregate principal amount of obligations secured thereby at any time outstanding does not exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance; provided that any Liens on the Collateral may (at the Borrower's election) rank *pari passu* or junior to the Lien on the Collateral securing the Obligations in which case, the holder(s) of such Liens (or a representative thereof) shall have entered into the Collateral Trust Agreement, the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement and/or other intercreditor agreements or arrangements that reflect market terms or are otherwise reasonably acceptable to the Administrative Agent and the Borrower, as applicable;

(gg) Liens to secure Indebtedness or other obligations incurred to finance Necessary CapEx that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Indebtedness;

(hh) Liens to secure Environmental CapEx Debt that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Environmental CapEx Debt; and

(ii) Liens to secure obligations to vendors or suppliers covering the assets sold or supplied by such vendors or suppliers, including Liens to secure Indebtedness or other obligations (including Capitalized Lease Obligations) permitted by this Agreement covering only the assets acquired with or financed by such Indebtedness; provided that individual financings provided by one lender may be cross collateralized to other financings provided by such lender.

10.3. Limitation on Fundamental Changes. Except as permitted by Section 10.5, (i) the Borrower will not, and will not permit the Restricted Subsidiaries to, consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution) and (ii) the Borrower will not, and will not permit the Restricted Subsidiaries to, convey, sell, lease, assign, transfer or otherwise consummate the disposition of, all or

substantially all of the business units, assets or other properties of the Borrower and its Restricted Subsidiaries, taken as a whole, except that:

(a) so long as both before and after giving effect to such transaction, no Event of Default has occurred and is continuing or would result therefrom, any Subsidiary of the Borrower or any other Person may be merged, amalgamated or consolidated with or into the Borrower; provided that (A) the Borrower shall be the continuing or surviving company or (B) if the Person formed by or surviving any such merger, amalgamation or consolidation is not the Borrower (such other Person, the "**Successor Borrower**"), (1) the Successor Borrower (if other than the Borrower) shall be an entity organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof, (2) the Successor Borrower (if other than the Borrower) shall expressly assume all the obligations of the Borrower under this Agreement and the other Credit Documents pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent, (3) each Guarantor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Guarantee confirmed that its guarantee thereunder shall apply to any Successor Borrower's obligations under this Agreement, (4) each grantor and each pledgor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Security Agreement or the Pledge Agreement, as applicable, affirmed that its obligations thereunder shall apply to its Guarantee as reaffirmed pursuant to clause (3), (5) each mortgagor of a Mortgaged Property, unless it is the other party to such merger or consolidation, shall have affirmed that its obligations under the applicable Mortgage shall apply to its Guarantee as reaffirmed pursuant to clause (3), and (6) the Successor Borrower shall have delivered to the Administrative Agent an Officer's Certificate stating that such merger or consolidation and such supplements preserve the enforceability of this Agreement and the Guarantee and the perfection and priority of the Liens under the applicable Security Documents;

(b) so long as no Event of Default has occurred and is continuing, or would result therefrom, any Subsidiary of the Borrower or any other Person (in each case, other than the Borrower) may be merged, amalgamated or consolidated with or into any one or more Subsidiaries of the Borrower; provided that (i) in the case of any merger, amalgamation or consolidation involving one or more Restricted Subsidiaries, (A) a Restricted Subsidiary shall be the continuing or surviving Person or (B) the Borrower shall cause the Person formed by or surviving any such merger, amalgamation or consolidation (if other than a Restricted Subsidiary) to become a Restricted Subsidiary, (ii) in the case of any merger, amalgamation or consolidation involving one or more Guarantors, a Guarantor shall be the continuing or surviving Person or the Person formed by or surviving any such merger, amalgamation or consolidation (if other than a Guarantor) shall execute a supplement to the Guarantee and the relevant Security Documents each in form and substance reasonably satisfactory to the Administrative Agent in order to become a Guarantor and pledgor, mortgagor and grantor, as applicable, thereunder for the benefit of the Secured Bank Parties and to acknowledge and agree to the terms of the Intercompany Subordinated Note, and (iii) Borrower shall have delivered to the Administrative Agent an officers' certificate stating that such merger, amalgamation or consolidation and any such supplements to the Guarantee and any Security Document preserve the enforceability of the

Guarantee and the perfection and priority of the Liens under the applicable Security Documents to the extent otherwise required;

(c) any Permitted Reorganization or Permitted Spin Out Transaction, an IPO Reorganization Transaction, IPOCo Transactions, the Transactions and any transactions as contemplated by the Plan may be consummated;

(d) any Restricted Subsidiary that is not a Credit Party may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Borrower or any other Restricted Subsidiary;

(e) the Borrower or any Subsidiary of the Borrower may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to any Credit Party; provided that the consideration for any such disposition by any Person other than a Guarantor shall not exceed the fair value of such assets;

(f) any Restricted Subsidiary may liquidate or dissolve if (i) the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders and (ii) to the extent such Restricted Subsidiary is a Credit Party, any assets or business of such Restricted Subsidiary not otherwise disposed of or transferred in accordance with Section 10.4 or 10.5, or in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, a Credit Party after giving effect to such liquidation or dissolution;

(g) the Borrower or any Restricted Subsidiary may change its legal form, so long as (i) no Event of Default has occurred and is continuing or would result therefrom and (ii) the Liens granted pursuant to any Security Documents to which such Person is a party remain perfected and in full force and effect, to the extent otherwise required hereby;

(h) any merger, consolidation or amalgamation the purpose and only substantive effect of which is to reincorporate or reorganize the Borrower or any Restricted Subsidiary in a jurisdiction in the United States, any state thereof or the District of Columbia, so long as the Liens granted pursuant to the Security Documents to which the Borrower is a party remain perfected and in full force and effect, to the extent otherwise required hereby;

(i) [reserved]; and

(j) the Borrower and the Restricted Subsidiaries may consummate a merger, amalgamation dissolution, liquidation, windup, consolidation or disposition, constituting, or otherwise resulting in, a transaction permitted by Section 10.4 (other than Section 10.4(d)), an Investment permitted pursuant to Section 10.5 (other than Section 10.5(l)), and any dividends permitted pursuant to Section 10.6 (other than Section 10.6(f)), other than, in each case, in respect of any Susquehanna Assets.

Notwithstanding anything to the contrary herein, it is understood and agreed that the sale or Disposition of all or a portion of the Susquehanna Assets shall constitute the sale of "all or

substantially all" of the assets of the Borrower and Restricted Subsidiaries for purposes of this Section 10.3.

10.4. Limitation on Sale of Assets. The Borrower will not, and will not permit the Restricted Subsidiaries to, (i) convey, sell, lease, assign, transfer, issue or otherwise consummate the disposition of any of its property, business or assets (including receivables and leasehold interests), whether now owned or hereafter acquired or (ii) consummate the sale to any Person (other than to the Borrower or a Subsidiary Guarantor) any shares owned by it of the Borrower's or any Restricted Subsidiary's Stock and Stock Equivalents (each of the foregoing, a "**Disposition**"), except that:

(a) the Borrower and the Restricted Subsidiaries may sell, transfer or otherwise dispose of (i) obsolete, negligible, immaterial, worn-out, uneconomical, scrap, used, or surplus or mothballed assets (including any such equipment that has been refurbished in contemplation of such disposition) or assets no longer used or useful in the business or no longer commercially desirable to maintain, (ii) inventory or goods (or other assets) held for sale in the ordinary course of business, (iii) cash and Permitted Investments, (iv) immaterial assets, and (v) assets for the purposes of charitable contributions or similar gifts to the extent such assets are not material to the ability of the Borrower and the Restricted Subsidiaries, taken as a whole, to conduct its business in the ordinary course;

(b) the Borrower and the Restricted Subsidiaries may make Dispositions of assets; provided that (i) to the extent required, the Net Cash Proceeds thereof to the Borrower and the Restricted Subsidiaries are promptly applied to the prepayment of Term B Loans or Term C Loans to the extent provided for in Section 5.2(a)(i), (ii) as of the date of signing of the definitive agreement for such Disposition, no Event of Default shall have occurred and be continuing, (iii) with respect to any Disposition pursuant to this clause (b) for a purchase price in excess of $20,000,000, the Person making such Disposition shall receive fair market value and not less than 75% of such consideration in the form of cash or Permitted Investments; provided that for the purposes of this subclause (iii) the following shall be deemed to be cash: (A) any liabilities (as shown on the Borrower's or such Restricted Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto, or if incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been reflected on the Borrower's or such Restricted Subsidiary's consolidated balance sheet or in the footnotes thereto if such incurrence or accrual had taken place on or prior to the date of such balance sheet) of the Borrower or such Restricted Subsidiary, other than liabilities that are by their terms (1) subordinated to the payment in cash of the Obligations or (2) not secured by the assets that are the subject of such Disposition, that are assumed by the transferee with respect to the applicable Disposition and for which the Borrower and all of the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing, (B) any securities, notes or other obligations received by the Person making such Disposition from the purchaser that are converted by such Person into cash or Permitted Investments or by their terms are required to be satisfied for cash or Permitted Investments (to the extent of the cash or Permitted Investments received) within 180 days following the closing of the applicable Disposition, (C) consideration consisting of Indebtedness of any Credit Party (other than subordinated Indebtedness) received after the Closing Date from

Persons who are not Restricted Subsidiaries (so long as such Indebtedness is not cancelled or forgiven) and (D) any Designated Non-Cash Consideration received by the Person making such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this Section 10.4(b) that is at that time outstanding, not in excess of the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of the receipt of such Designated Non-Cash Consideration, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value and (iv) any non-cash proceeds received in the form of Real Estate, Indebtedness or Stock and Stock Equivalents are pledged to the Collateral Representative to the extent required under Section 9.12 or 9.14;

(c) (i) the Borrower and the Restricted Subsidiaries may make Dispositions to the Borrower or any other Credit Party, (ii) any Restricted Subsidiary that is not a Credit Party may make Dispositions to the Borrower or any other Subsidiary of the Borrower; provided that with respect to any such Disposition to an Unrestricted Subsidiary or Excluded Project Subsidiary, such Disposition shall be for fair value and (iii) any Credit Party may make Dispositions to a non-Credit Party; provided that the aggregate amount of Dispositions (valued at the fair market value (determined by the Borrower acting in good faith) of and at the time of each such Disposition), shall not exceed an aggregate amount equal to greater of (x) $200,000,000 and (y) 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of such Disposition;

(d) the Borrower and any Restricted Subsidiary may effect any transaction permitted by Sections 10.2, 10.3, (other than Section 10.3(j)), 10.5 (other than Section 10.5(l)) or 10.6 (other than Section 10.6(f));

(e) the Borrower and any Restricted Subsidiary may lease, license, sublease or sublicense intellectual property not interfering in any material respect with the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(f) Dispositions of property (including like-kind exchanges) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property (excluding any boot thereon) or (ii) the proceeds of such Disposition are applied to the purchase price of such replacement property, in each case under Section 1031 of the Code or otherwise;

(g) Dispositions pursuant to Permitted Sale Leaseback transactions;

(h) Dispositions of (i) Investments in joint ventures (regardless of the form of legal entity) to the extent required by, or made pursuant to, customary buy/sell arrangements or put/call arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements or (ii) to joint ventures in connection with the dissolution or termination of a joint venture to the extent required pursuant to joint venture and similar arrangements;

(i) (i) Dispositions of Receivables Facility Assets in connection with any Permitted Receivables Financing, and any Disposition of Securitization Assets in connection with any Qualified Securitization Financing, provided that the Receivables Indebtedness arising in connection therewith shall not exceed the amount of Receivables Indebtedness permitted by Section 10.1(w) and (ii) Dispositions in connection with accounts receivable factoring facilities in the ordinary course of business;

(j) Dispositions listed on Schedule 10.4 or to consummate the Transactions, including transactions contemplated by the Plan;

(k) transfers of property subject to a Recovery Event or in connection with any condemnation proceeding upon receipt of the Net Cash Proceeds of such Recovery Event or condemnation proceeding;

(l) Dispositions or discounts of accounts receivable or notes receivable in connection with the collection or compromise thereof or the conversion of accounts receivable to notes receivable;

(m) Dispositions of any assets not constituting Collateral in an aggregate amount not to exceed the greater of (x) $160,000,000 and (y) 30% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of such Disposition;

(n) Dispositions of power, capacity, heat rate, renewable energy credits, waste by-products, energy, electricity, coal and lignite, oil and other petroleum-based liquids, emissions and other environmental credits, ancillary services, fuel (including all forms of nuclear fuel and natural gas) and other related assets or products of services, including assets related to trading activities or the sale of inventory or contracts related to any of the foregoing;

(o) the execution of (or amendment to), settlement of or unwinding of any Hedging

(p) any Disposition of mineral rights, other than mineral rights in respect of coal or Agreement; lignite;

(q) any Disposition of any real property that is (i) primarily used or intended to be used for mining which has either been reclaimed, or has not been used for mining in a manner which requires reclamation, and in either case has been determined by the Borrower not to be necessary for use for mining, (ii) used as buffer land, but no longer serves such purpose, or its use is restricted such that it will continue to be buffer land, or (iii) was acquired in connection with power generation facilities, but has been determined by the Borrower to no longer be commercially suitable for such purpose;

(r) any Disposition (including foreclosure, condemnation or expropriation) of any assets required by any Governmental Authority;

(s) any Disposition of assets in connection with salvage activities;

(t) the surrender or waiver of contractual rights and settlement or waiver of contractual or litigation claims;

(u) Dispositions of any assets (including Stock and Stock Equivalents) acquired in connection with any Permitted Acquisition or other Investment not prohibited hereunder, which assets are not used or useful to the core or principal business of the Borrower and its Restricted Subsidiaries (as determined by the Borrower in good faith);

(v) other Dispositions (including those of the type otherwise described herein) made for fair market value in an aggregate amount not to exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(w) the Borrower and any Restricted Subsidiary may (i) terminate or otherwise collapse its cost sharing agreements with the Borrower or any Subsidiary and settle any crossing payments in connection therewith, (ii) convert any intercompany Indebtedness to Stock or any Stock to intercompany Indebtedness, (iii) settle, discount, write off, forgive or cancel any intercompany Indebtedness or other obligation owing by the Borrower or any Restricted Subsidiary or (iv) settle, discount, write off, forgive or cancel any Indebtedness owing by any present or former consultants, managers, directors, officers or employees of the Borrower, any direct or indirect parent thereof, or any Subsidiary thereof or any of their successors or assigns;

(x) any Disposition of property to the extent that (1) such property is exchanged for credit against the purchase price of similar replacement property that is purchased within 270 days thereof or (2) the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually purchased within 270 days thereof);

(y) any Disposition in connection with a Permitted Reorganization or an IPO Reorganization Transaction;

(z) any swap of assets in exchange for services or other assets in the ordinary course of business of comparable or greater fair market value or usefulness to the business of the Borrower and the Restricted Subsidiaries, taken as a whole, as determined in good faith by the Borrower;

(a a) Dispositions of any asset between or among the Borrower and/or any Restricted Subsidiary as a substantially concurrent interim Disposition in connection with a Disposition otherwise permitted pursuant to clauses (a) through (z) above; provided that after giving effect to any such Disposition, to the extent the assets subject to such Dispositions constituted Collateral, such assets shall remain subject to, or be rejoined to, the Lien of the Security Documents;

(bb) Dispositions in connection with a Permitted Spin-Out Transaction;

(cc) Dispositions of Stock by a Restricted Subsidiary of the Borrower to the Borrower or to a Restricted Subsidiary of the Borrower; or

(dd) Dispositions of Stock in, or Indebtedness or other securities of, an Unrestricted Subsidiary; and

(ee) the issuance of any Equity Interests of the Borrower.

10.5. Limitation on Investments. The Borrower will not, and will not permit the Restricted Subsidiaries, to make any Investment except:

(a) extensions of trade credit, asset purchases (including purchases of inventory, fuel (including all forms of nuclear fuel), supplies, materials and equipment) and the licensing or contribution of intellectual property pursuant to joint marketing arrangements or development agreements with other Persons, in each case in the ordinary course of business (including in respect of construction or restoration activities);

(b) Investments in cash or Permitted Investments when such Investments were made;

(c) loans and advances to officers, directors, employees and consultants of the Borrower (or any direct or indirect parent thereof) or any Subsidiary of the Borrower;

(d) Investments (i) contemplated by the Plan or to consummate the Transactions and (ii) existing on, or made pursuant to legally binding written commitments in existence on, the Closing Date and, to the extent such Investments individually exceed $25,000,000, set forth on Schedule 10.5 and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof, only to the extent that the amount of any Investment made pursuant to this clause (d)(ii) does not at any time exceed the amount of such Investment on the Closing Date or, if applicable, set forth on Schedule 10.5 (except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments plus amounts paid in respect of fees, premiums, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension or as otherwise permitted hereunder);

(e) any Investment acquired by the Borrower or any Restricted Subsidiary (a) in exchange for any other Investment or accounts receivable held by the Borrower or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization, or recapitalization of, or settlement of delinquent accounts or disputes with or judgments against, the issuer, obligor or borrower of such original Investment or accounts receivable, (b) as a result of a foreclosure by the Borrower or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default or (c) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates;

(f) Investments to the extent that payment for such Investments is made with (i) Stock or Stock Equivalents (other than Disqualified Stock) of the Borrower (or any direct or indirect parent thereof) or (ii) the proceeds from the issuance of Stock or Stock Equivalents (other than Disqualified Stock, any Cure Amount, any sale or issuance to any Subsidiary and any issuance applied pursuant to Section 10.6(a) or Section 10.6(b)(i)) of the Borrower (or any direct or indirect parent thereof); provided that such Stock or Stock Equivalents or proceeds of such Stock or Stock Equivalents will not increase the Applicable Equity Amount;

(g) Investments (i) (A) by the Borrower or any Restricted Subsidiary in any Credit Party, (B) between or among Restricted Subsidiaries that are not Credit Parties, and (C) consisting of intercompany Investments incurred in the ordinary course of business in connection with the cash management operations (including with respect to intercompany self-insurance arrangements) among the Borrower and the Restricted Subsidiaries (provided that any such intercompany Investment in connection with cash management arrangements by a Credit Party in a Subsidiary of the Borrower that is not a Credit Party is in the form of an intercompany loan or advance and the Borrower or such Restricted Subsidiary complies with Section 9.12 to the extent applicable); (ii) by Credit Parties in any Restricted Subsidiary that is not a Credit Party, to the extent that the aggregate amount of all Investments made on or after the Closing Date pursuant to this subclause (ii), when valued at the fair market value (determined by the Borrower acting in good faith) of each such Investment at the time each such Investment was made, is not in excess of, an amount equal to the greater of (x) $125,000,000 and (y) solely on or after the Q2 2024 Financials Date, 20% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis), provided, that to the extent the Consolidated Total Net Leverage Ratio is not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00 (calculated on a Pro Forma Basis at the time of such Investment), such Investments pursuant to this clause (g)(ii)) shall be unlimited; and (iii) by Credit Parties in any Restricted Subsidiary that is not a Credit Party (x) so long as such Investment is part of a series of simultaneous Investments by Restricted Subsidiaries in other Restricted Subsidiaries that result in the proceeds of the initial Investment being invested in one or more Credit Parties or (y) in connection with a Permitted Acquisition, subject, without duplication, to the limitation on Investments in non-Guarantors set forth in Section 10.5(h);

(h) Investments constituting Permitted Acquisitions; provided that the aggregate amount of any such Investment, as valued at the fair market value (determined by the Borrower acting in good faith) of such Investment at the time each Investment is made, made by the Borrower or any Subsidiary Guarantor in any Restricted Subsidiary that, after giving effect to such Investment and compliance with Section 9.11, shall not be a Guarantor, shall not cause the aggregate amount of all such Investments in non-Guarantors made pursuant to this clause (h) (as so valued at the time each such investment is made) to exceed $300,000,000, plus amounts otherwise available for Investment in Restricted Subsidiaries that are not Guarantors pursuant to this Section 10.5; provided, however, that the foregoing proviso shall not apply (A) in the event that such Investment is made pursuant to a Permitted Acquisition financed with proceeds of an issuance of equity interests of the Borrower or any direct or indirect parent of the Borrower or

(B) if any targets' assets or going concerns of such Permitted Acquisition at least 50% of whose Consolidated Adjusted EBITDA is derived from Persons that will become Guarantors;

(i) subject to the last paragraph of this Section 10.5, Investments constituting (i) Minority Investments and Investments in Unrestricted Subsidiaries and Excluded Project Subsidiaries, (ii) Investments in joint ventures (regardless of the form of legal entity) or similar Persons that do not constitute Restricted Subsidiaries and (iii) Investments in Subsidiaries that are not Credit Parties, in each case valued at the fair market value (determined the Borrower acting in good faith) of such Investment at the time each such Investment is made, in an aggregate amount at any one time outstanding pursuant to this clause (i) that, at the time each such Investment is made, would not exceed, an amount equal to (i) at any time on or prior to December 31, 2025, the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) or (ii) at time on or after January 1, 2026, an annual amount equal to the greater of (x) $75,000,000 and (y) 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis), provided, that to the extent the Consolidated Total Net Leverage Ratio is not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00, (calculated on a Pro Forma Basis at the time of such Investment), such Investments pursuant to this clause (i) shall be unlimited;

(j) Investments constituting non-cash proceeds of Dispositions of assets to the extent permitted by Section 10.4;

(k) Investments made to repurchase or retire Stock or Stock Equivalents of the Borrower or any direct or indirect parent thereof owned by any employee or any stock ownership plan or key employee stock ownership plan of the Borrower (or any direct or indirect parent thereof) in an aggregate amount, when combined with distributions made pursuant to Section 10.6(b), not to exceed the limitations set forth in such Section;

(l) Investments consisting of or resulting from Indebtedness, Liens, dividends or other payments, fundamental changes and Dispositions permitted by Section 10.1 (other than Sections 10.1(b), 10.1(d) and 10.1(e)(ii)), 10.2 (other than Liens Section 10.2(m)), 10.3 (other than Section 10.3(j)), 10.4 (other than Section 10.4(d)), 10.6 (other than Section 10.6(f)), 10.7 or 10.8, as applicable;

(m) subject to the last paragraph of this Section 10.5, loans and advances to any direct or indirect parent of the Borrower in lieu of, and not in excess of the amount of, dividends or other payments to the extent permitted to be made to such parent in accordance with Section 10.6; provided that the aggregate amount of such loans and advances shall reduce the ability of the Borrower and the Restricted Subsidiaries to make dividends under the applicable clauses of Section 10.6 by such amount;

(n) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of

business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(o) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;

(p) advances of payroll payments to employees, consultants or independent contractors or other advances of salaries or compensation to employees, consultants or independent contractors, in each case in the ordinary course of business;

(q) Guarantee Obligations of the Borrower or any Restricted Subsidiary of leases (other than Capital Leases) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(r) Investments held by a Person acquired (including by way of merger, amalgamation or consolidation) after the Closing Date otherwise in accordance with this Section 10.5 to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(s) Investments in Hedging Agreements;

(t) Investments in or by a Receivables Entity or a Securitization Subsidiary arising out of, or in connection with, any Permitted Receivables Financing or Qualified Securitization Financing, as applicable; provided, however, that any such Investment in a Receivables Entity or a Securitization Subsidiary is in the form of a contribution of additional Receivables Facility Assets or Securitization Assets, as applicable, or as equity, or the lending of cash or cash equivalents to finance the purchase of assets from Borrower or Restricted Subsidiary or otherwise fund required reserves and other accounts permitted or required by the arrangements governing the Permitted Receivables Financing or Qualified Securitization Financing;

(u) Investments consisting of deposits of cash and Permitted Investments as collateral support permitted under Section 10.2;

(v) subject to the last paragraph of this Section 10.5, other Investments not to exceed an amount equal to (x) the Applicable Equity Amount at the time such Investments are made plus (y) the Applicable Amount at such time, provided that in respect of any Investments made in reliance of clause (ii) of the definition of "Applicable Amount", no Event of Default under Section 11.1 or Section 11.5 shall have occurred and be continuing or would result therefrom;

(w) subject to the last paragraph of this Section 10.5, other Investments in an amount at any one time outstanding equal to the greater of (x) $150,000,000 and (y) solely on or

after the Q2 2024 Financials Date, 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(x) Investments consisting of purchases and acquisitions of assets and services in the ordinary course of business (including in respect of construction or restoration activities);

(y) Investments in the ordinary course of business consisting of Article 3 endorsements for collection or deposit and Article 4 customary trade arrangements with customers consistent with past practice;

(z) Investments made as a part of, or in connection with or to otherwise fund the Transactions;

(aa) any issuance of letters of credit or surety bonds by, or for the account of, the Borrower and/or any of its Restricted Subsidiaries to support the obligations of any of the Excluded Subsidiaries;

(bb) Investments relating to pension trusts;

(cc) Investments by Credit Parties in any Subsidiary that is not a Credit Party so long as such Investment is part of a series of simultaneous or substantially contemporaneous Investments and other actions by the Borrower and the Restricted Subsidiaries in other Subsidiaries that result in the proceeds of the intercompany Investment being invested in one or more Credit Parties;

(dd) Investments relating to nuclear decommission trusts and nuclear insurance and self-insurance organizations or arrangements;

(ee) Investments in the form of, or pursuant to, operating agreements, working interests, royalty interests, mineral leases, processing agreements, farm-out agreements, contracts for the sale, transportation or exchange of oil and natural gas or other fuel or commodities, unitization agreements, pooling agreements, area of mutual interest agreements, production sharing agreements or other similar or customary agreements, transactions, properties, interests or arrangements, and Investments and expenditures in connection therewith or pursuant thereto, in each case, made or entered into in the ordinary course of business;

(ff) Investments made using amounts not to exceed (x) 100% of the amount of dividends permitted to be made pursuant to Section 10.6(o) at the time of any such payment; provided that the aggregate amount used under this clause (ff) (and not reclassified) shall reduce the corresponding basket under Section 10.6(o), if applicable, on a dollar for dollar basis plus (y) 100% of the amount of repayments of Junior Indebtedness permitted to be made pursuant to Section 10.7(a)(i)(1)(A) at the time of any such payment; provided that the aggregate amount used under this clause (ff) (and not reclassified) shall reduce the corresponding basket under Section 10.7(a)(i)(1)(A), if applicable, on a dollar for dollar basis;

(gg) to the extent constituting Investments, transactions pursuant to the Shared Services and Tax Agreements permitted under Section 10.6(n));

(hh) Investments in connection with Permitted Reorganizations, IPOCo Transactions or an IPO Reorganization Transaction;

(ii) Investments in deposit accounts, commodities and securities accounts opened in the ordinary course of business;

(jj) Investments solely to the extent such Investments reflect an increase in the value of Investments otherwise permitted under this Agreement;

(kk) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business;

(ll) Loans repurchased by the Borrower or a Restricted Subsidiary pursuant to and in accordance with Section 13.6(h);

(mm) subject to the last paragraph of this Section 10.5, loans to, or letters of credit (including Letters of Credit) to be issued on behalf of, any of the Borrower's direct or indirect parent companies or such parents' Subsidiaries for working capital purposes, in each case so long as made in the ordinary course of business or consistent with past practices and in an amount not to exceed $50,000,000 at any time outstanding;

(nn) other Investments in an unlimited amount, provided that the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00; and

(oo) Investments in connection with a Permitted Spin-Out Transaction.

Notwithstanding anything to the contrary set forth in this Agreement, in no event shall the Borrower or any Restricted Subsidiary be permitted to make a Disposition or Investment in the form of a transfer of Material Intellectual Property to any Unrestricted Subsidiary; provided that the Borrower and its Restricted Subsidiaries shall be permitted to grant non-exclusive licenses to any Unrestricted Subsidiary in the ordinary course of business.

Notwithstanding anything to the contrary herein, it is understood and agreed that the capacity to make Investments pursuant to any of Section 10.5(i), (m), (v), (w), (mm), (nn) or (ff) above shall be reduced dollar-for-dollar by all usage of any such Section for the issuance of Letters of Credit using the Available RP/Investment Capacity Amount, with such reduction on any date of determination being an amount equal to the outstanding amount of such Letters of Credit (for so long as such Letters of Credit are outstanding) on such date of determination.

10.6. Limitation on Dividends. The Borrower will not declare or pay any dividends or return any capital to its stockholders or make any other distribution, payment or delivery of

property or cash to its stockholders on account of such Stock and Stock Equivalents, or redeem, retire, purchase or otherwise acquire, directly or indirectly, for consideration, any shares of any class of its Stock or Stock Equivalents or set aside any funds for any of the foregoing purposes, (other than dividends payable solely in its Stock or Stock Equivalents (other than Disqualified Stock) (all of the foregoing, "**dividends**"), provided:

(a) the Borrower may (or may pay dividends to permit any direct or indirect parent thereof to) redeem in whole or in part any of its Stock or Stock Equivalents for another class of its (or such parent's) Stock or Stock Equivalents or with proceeds from substantially concurrent equity contributions or issuances of new Stock or Stock Equivalents (other than any Cure Amount, any sale or issuance to any Subsidiary and any contribution or issuance applied pursuant to Section 10.5(f)(ii) or Section 10.6(b)(i)); provided that (i) such new Stock or Stock Equivalents contain terms and provisions (taken as a whole) at least as advantageous to the Lenders, taken as a whole, in all respects material to their interests as those contained in the Stock or Stock Equivalents redeemed thereby and (ii) the cash proceeds from any such contribution or issuance shall not increase the Applicable Equity Amount;

(b) subject to the last paragraph of this Section 10.6, the Borrower may (or may pay dividends to permit any direct or indirect parent thereof to) redeem, acquire, retire or repurchase shares of its (or such parent's) Stock or Stock Equivalents held by any present or former officer, manager, consultant, director or employee (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Borrower (or any direct or indirect parent thereof) and any Subsidiaries, so long as such repurchase is pursuant to, and in accordance with the terms of, any stock option or stock appreciation rights plan, any management, director and/or employee benefit, stock ownership or option plan, stock subscription plan or agreement, employment termination agreement or any employment agreements or stockholders' or shareholders' agreement; provided, however, that the aggregate amount of payments made under this Section 10.6(b), when combined with Investments made pursuant to Section 10.5(k), do not exceed in any calendar year $25,000,000 (which shall increase to $50,000,000 subsequent to the consummation of an initial public offering of, or registration of, Stock by the Borrower (or any direct or indirect parent company of the Borrower) (with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum (without giving effect to the following proviso) of $60,000,000 in any calendar year (which shall increase to $100,000,000 subsequent to the consummation of an underwritten public offering of, or registration of, Stock by the Borrower or any direct or indirect parent corporation of the Borrower)); provided, further, that such amount in any calendar year may be increased by an amount not to exceed:

(i) the cash proceeds from the sale of Stock (other than Disqualified Stock, any Cure Amount, any sale or issuance to any Subsidiary and any contribution or issuance applied pursuant to Section 10.5(f)(ii) or Section 10.6(a)) of the Borrower and, to the extent contributed to the Borrower, Stock of any of the Borrower's direct or indirect parent companies, in each case to present or former officers, managers, consultants, directors or employees (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs,

legatees, distributees, estates or immediate family members) of the Borrower (or any of its direct or indirect parent companies) or any Subsidiary of the Borrower that occurs after the Closing Date; provided that such Stock or proceeds of such Stock will not increase the Applicable Equity Amount; plus

(ii) the cash proceeds of key man life insurance policies received the Borrower or any Restricted Subsidiary after the Closing Date; less

(iii) the amount of any dividends or distributions previously made with the cash proceeds described in clauses (i) and (ii) above; and provided, further, that cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary from present or former officers, managers, consultants, directors or employees (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Borrower (or any of its direct or indirect parent companies), or any Subsidiary of the Borrower in connection with a repurchase of Stock or Stock Equivalents of the Borrower or any of its direct or indirect parent companies will not be deemed to constitute a dividend for purposes of this covenant or any other provision of this Agreement;

(c) subject to the last paragraph of this Section 10.6, so long as no Event of Default under Section 11.1 or Section 11.5 shall have occurred and be continuing or would result therefrom, the Borrower may pay dividends on its Stock or Stock Equivalents; provided that the amount of all such dividends paid from the Closing Date pursuant to this clause (c) shall not exceed an amount equal to (x) the Applicable Equity Amount at the time such dividends are paid plus (y) the Applicable Amount at such time, provided that in respect of any dividends made in reliance of clause (ii) of the definition of Applicable Amount, (i) the Consolidated Total Net Leverage Ratio shall not be greater than (i) at any time prior to the Q2 2024 Financials Date, 2.25:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.75:1.00, calculated on a Pro Forma Basis after giving effect to such dividends) and (ii) no Event of Default shall have occurred and be continuing or would result therefrom;

(d) the Borrower may make dividends, distributions or loans to any direct or indirect parent company of the Borrower in amount required for any such direct or indirect parent to pay, in each case without duplication:

(i) foreign, federal, state and local income Taxes, to the extent such income Taxes are attributable to the income of the Borrower and its Subsidiaries; provided that for purposes of this Section 10.6(d)(i), such Taxes shall be deemed to equal the amount that the Borrower and its Subsidiaries would be required to pay in respect of foreign, federal, state and local income Taxes if the Borrower were the parent of a standalone consolidated, combined, affiliated, unitary or similar income tax group including its Subsidiaries; provided, further, that the permitted payment pursuant to this clause (i) with respect to any taxes of any Unrestricted Subsidiary or Excluded Project Subsidiary for any taxable period shall be limited to the amount actually paid with respect to such period by such Unrestricted Subsidiary or Excluded Project Subsidiary to the Borrower or its Restricted Subsidiaries for the purposes of paying such taxes;

(ii) (A) such parents' and their respective Subsidiaries' general operating expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses provided by third parties) to the extent such costs and expenses are attributable to the ownership or operation of the Borrower and its Restricted Subsidiaries and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries, (B) any indemnification claims made by directors or officers of the Borrower (or any parent thereof) to the extent such claims are attributable to the ownership or operation of the Borrower or any Restricted Subsidiary and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries or (C) fees and expenses otherwise due and payable by the Borrower (or any parent thereof and such parent's Subsidiaries) or any Restricted Subsidiary and not prohibited to be paid by the Borrower and its Restricted Subsidiaries hereunder;

(iii) franchise and excise Taxes and other fees, Taxes and expenses required to maintain the corporate existence of any direct or indirect parent of the Borrower;

(iv) to any direct or indirect parent of the Borrower to finance any Investment permitted to be made by the Borrower or any Restricted Subsidiary pursuant to Section 10.5; provided that (A) such dividend shall be made substantially concurrently with the closing of such Investment, (B) such parent shall, immediately following the closing thereof, cause (1) all property acquired (whether assets, Stock or Stock Equivalents) to be contributed to the Borrower or such Restricted Subsidiary or (2) the merger, amalgamation or consolidation (to the extent permitted in Section 10.5) of the Person formed or acquired into the Borrower or any Restricted Subsidiary, (C) the Borrower or such Restricted Subsidiary shall comply with Section 9.11 and Section 9.12 to the extent applicable, (D) the aggregate amount of such dividends shall reduce the ability of the Borrower and the Restricted Subsidiary to make Investments under the applicable clauses of Section 10.5 by such amount and (E) any property received in connection with such transaction shall not increase the Applicable Equity Amount;

(v) customary costs, fees and expenses (other than to Affiliates) related to any unsuccessful equity or debt offering or acquisition or disposition transaction payable by the Borrower or the Restricted Subsidiaries;

(vi) customary salary, bonus, severance and other benefits payable to officers, employees or consultants of any direct or indirect parent company (and such parent's Subsidiaries) of the Borrower to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrower, its Restricted Subsidiaries and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries;

(vii) [reserved];

(viii) to the extent constituting dividends, amounts that would be permitted to be paid directly by the Borrower or its Restricted Subsidiaries under Section 9.9(a);

(ix) AHYDO Catch-Up Payments with respect to Indebtedness of any direct or indirect parent of the Borrower; provided that the proceeds of such Indebtedness have been contributed to the Borrower as a capital contribution; and

(x) expenses incurred by any direct or indirect parent of the Borrower in connection with any public offering or other sale of Stock or Stock Equivalents or Indebtedness (i) where the net proceeds of such offering or sale are intended to be received by or contributed to the Borrower or a Restricted Subsidiary, (ii) in a pro-rated amount of such expenses in proportion to the amount of such net proceeds intended to be so received or contributed or (iii) otherwise on an interim basis prior to completion of such offering so long as any direct or indirect parent of the Borrower shall cause the amount of such expenses to be repaid to the Borrower or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed;

(e) the Borrower may pay dividends or make distributions in connection with a Permitted Spin-Out Transaction;

(f) dividends consisting of or resulting from Liens, fundamental changes, Dispositions, Investments or other payments permitted by 10.2, 10.3 (other than Section 10.3(j)), 10.4 (other than Section 10.4(d)), 10.5 (other than Section 10.5(l)), 10.7 or 10.8, as applicable;

(g) the Borrower may repurchase Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) deemed to occur upon exercise of stock options or warrants if such Stock or Stock Equivalents represents a portion of the exercise price of such options or warrants, and the Borrower may pay dividends to any direct or indirect parent thereof as and when necessary to enable such parent to effect such repurchases;

(h) the Borrower may (i) pay cash in lieu of fractional shares in connection with any dividend, distribution, split, reverse share split, merger, consolidation, amalgamation or other combination thereof or any Permitted Acquisition, and any dividend to the Borrower's direct or indirect parent in order to effect the same and (ii) honor any conversion request by a holder of convertible Indebtedness and make cash payments in lieu of fractional shares in connection with any such conversion and may make payments on convertible Indebtedness in accordance with its terms;

(i) the Borrower may pay any dividend or distribution within 90 days after the date of declaration thereof or giving irrevocable notice thereof, if at the date of declaration or notice such payment would have complied with the provisions of this Agreement;

(j) subject to the last paragraph of this Section 10.6, following the one year anniversary of the Closing Date, so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may declare and pay dividends and may redeem or repurchase on the Borrower's (or any direct or indirect parent's thereof) Stock and

Stock Equivalents following the registration or first public offering of the Borrower's Stock or Stock Equivalents or the Stock or Stock Equivalents of any of its direct or indirect parents after the Closing Date, so long as the aggregate amount of all such dividends, redemptions and repurchases in any calendar year does not exceed the greater of (x) 6.0% of the market capitalization of the Borrower (or its direct or indirect parent, as applicable, to the extent attributable to the Borrower and its Subsidiaries, as determined in good faith by the Borrower) calculated on a trailing twelve month average basis and (y) 6.0% of the net cash proceeds of such public offering;

(k) the Borrower may pay dividends in an amount equal to withholding or similar Taxes payable or expected to be payable by any present or former employee, director, manager or consultant (or their respective Affiliates, estates or immediate family members) and any repurchases of Stock or Stock Equivalents in consideration of such payments including deemed repurchases in connection with the exercise of stock options;

(l) the purchase, redemption, acquisition, cancellation or other retirement for a nominal value per right of any rights granted to all the holders of Stock of the Borrower pursuant to any shareholders' rights plan adopted for the purpose of protecting shareholders from unfair takeover tactics; provided, that any such purchase, redemption, acquisition, cancellation or other retirement of such rights is not for the purpose of evading the limitations of this covenant (all as determined in good faith by the Borrower);

(m) the Borrower may make payments described in Section 9.9 (other than Section 9.9(b), Section 9.9(e) (to the extent expressly permitted by reference to Section 10.6), Section 9.9(g) and Section 9.9(l));

(n) the Borrower may pay dividends or make distributions (i) in connection with the Transactions or contemplated by the Plan, and (ii) in an amount sufficient so as to allow any direct or indirect parent of the Borrower to make when due (but without regard to any permitted deferral on account of financing agreements) any payment pursuant to any Shared Services and Tax Agreements; provided that solely in the case of the payment of Taxes of the type described in Section 10.6(d)(i) under a Shared Services and Tax Agreement (and in lieu of making a dividend thereunder as contemplated by Section 10.6(d)(i)), the amount of such payments shall not exceed the amount permitted to be paid as dividends or distributions under Section 10.6(d)(i);

(o) subject to the last paragraph of this Section 10.6, so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may pay declare and pay dividends to, or make loans to, any direct or indirect parent company of the Borrower in amounts up to the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(p) the Borrower may make distributions or payments of Receivables Fees and Securitization Fees;

(q) declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Preferred Stock that is issued as permitted under this Agreement;

(r) subject to the last paragraph of this Section 10.6, so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may declare and pay dividends in an unlimited amount, provided that the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.00:1.00;

(s) the Borrower may make distributions of, or Investments in, Receivables Facility Assets for purposes of inclusion in any Permitted Receivables Financing and Securitization Assets for purposes of inclusion in any Qualified Securitization Financing, in each case made in the ordinary course of business or consistent with past practices;

(t) the Borrower may make distributions in an amount sufficient so as to allow any direct or indirect parent of the Borrower to pay any AHYDO Catch-Up Payments relating to Indebtedness of any direct or indirect parent of the Borrower;

(u) the declaration and payment of dividends or distributions to holders of any class or series of Disqualified Stock of the Borrower or any Restricted Subsidiary, in each case, issued in accordance with Section 10.1(hh);

(v) any dividends made in connection with the Transactions (and the fees and expenses related thereto) or used to fund amounts owed to Affiliates in connection with the Transactions (including dividends or distributions to any direct or indirect company of the Borrower to permit payment by such parent of such amount) to the extent permitted by Section 9.9 (other than clause (b) thereof), and dividends in respect of working capital adjustments or purchase price adjustments pursuant to any Permitted Acquisition or other Investment permitted hereunder and to satisfy indemnity and other similar obligations in connection with any Permitted Acquisition or other Investment permitted hereunder; and

(w) the distribution, by dividend or otherwise, of shares of Stock or Stock Equivalents of, or Indebtedness owed to the Borrower or a Restricted Subsidiary by, Unrestricted Subsidiaries or the proceeds thereof.

Notwithstanding anything to the contrary herein, it is understood and agreed that the capacity to make payments pursuant to any of Section 10.6(b), (c), (j), (o) or (r) above shall be reduced dollar-for-dollar by all usage of any such Section for the issuance of Letters of Credit using the Available RP/Investment Capacity Amount, with such reduction on any date of determination being an amount equal to the outstanding amount of such Letters of Credit (for so long as such Letters of Credit are outstanding) on such date of determination.

10.7. Limitations on Debt Payments and Amendments.

(a) The Borrower will not, and will not permit the Restricted Subsidiaries to, voluntarily prepay, repurchase or redeem or otherwise defease any Material Indebtedness that is subordinated in right of payment or lien (contractually junior to the liens securing the Obligations) to the Obligations with Stated Maturities beyond the Latest Maturity Date (the "**Junior Indebtedness**"); provided, however, that the Borrower and the Restricted Subsidiaries may prepay, repurchase or redeem or otherwise defease Junior Indebtedness (i) in an aggregate principal amount from the Closing Date not in excess of the sum of (1) so long as no Event of Default shall have occurred and be continuing or would result therefrom, (A) the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) and (B) additional unlimited amounts, provided that the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00 plus (2) the Applicable Equity Amount at the time of such prepayment, repurchase, redemption or other defeasance plus (3) the Applicable Amount at the time of such prepayment, repurchase, redemption or other defeasance; (ii) with the proceeds from, or in exchange for, Indebtedness permitted under Section 10.1, (iii) by converting, exchanging, redeeming, repaying or prepaying such Junior Indebtedness into, for or with, as applicable, Stock or Stock Equivalents of any direct or indirect parent of the Borrower (other than Disqualified Stock except as permitted hereunder), (iv) payments made using amounts not to exceed 100% of the amount of dividends permitted to be made pursuant to Section 10.6(o) at the time of any such payment; provided that the aggregate amount used under this clause (iv) (and not reclassified) shall reduce the corresponding basket under Section 10.6(o), if applicable, on a dollar for dollar basis and (v) within 60 days of the applicable Redemption Notice if, at the date of any payment, redemption, repurchase, retirement, termination or cancellation notice in respect thereof (each, a "**Redemption Notice**"), such payment, redemption, repurchase, retirement, termination or cancellation would have complied with another provision of this Section 10.7, provided that such payment, redemption, repurchase, retirement, termination or cancellation shall reduce capacity under such other provision. Notwithstanding the foregoing, nothing in this Section 10.7 shall prohibit (A) the repayment or prepayment of intercompany subordinated Indebtedness (including under the Intercompany Subordinated Note) owed among the Borrower and/or the Restricted Subsidiaries, in either case unless an Event of Default under Section 11.1 or 11.5 has occurred and is continuing and the Borrower has received a written notice from the Collateral Trustee or Collateral Agent (acting at the direction of the Administrative Agent) instructing it not to make or permit any such repayment or prepayment or (B) transfers of credit positions in connection with intercompany debt restructurings so long as such Indebtedness is permitted by Section 10.1 after giving effect to such transfer.

(b) The Borrower will not, and will not permit the Restricted Subsidiaries to waive, amend, or modify any Material Indebtedness that is subordinated in right of payment to the Obligations, in each case, that to the extent that any such waiver, amendment or modification, taken as a whole, would be adverse to the Lenders in any material respect other than in connection with (i) a refinancing or replacement of such Indebtedness permitted hereunder or (ii)

in a manner expressly permitted by, or not prohibited under, the applicable intercreditor or subordination terms or agreement(s) governing the relationship between the Lenders, on the one hand, and the lenders or purchasers of the applicable subordinated Indebtedness, on the other hand; and

(c) Notwithstanding the above, the Borrower and its Restricted Subsidiaries may make AHYDO Catch-Up Payments relating to Indebtedness of the Borrower and its Restricted Subsidiaries.

10.8. Limitations on Sale Leasebacks. The Borrower will not, and will not permit the Restricted Subsidiaries to, enter into or effect any Sale Leasebacks after the Closing Date, other than Permitted Sale Leasebacks.

10.9. Consolidated First Lien Net Leverage Ratio. Solely with respect to the Revolving Credit Facility, the Borrower will not permit the Consolidated First Lien Net Leverage Ratio, calculated as of the last day of the last fiscal quarter of the Borrower for the most recent four fiscal quarter period of the Borrower for which financial statements have been furnished to the Administrative Agent pursuant to Section 9.1(a) or (b) (commencing with the four fiscal quarter period ending with the first fiscal quarter ending after the Closing Date), solely during any Compliance Period, to exceed the ratio set forth in the grid below:

June 30, 2023	2.75:1.00
September 30, 2023	3.00:1.00
December 31, 2023	3.50:1.00
March 31, 2024	4.00:1.00
June 30, 2024 and thereafter	4.25:1.00

The provisions of this Section 10.9 are for the benefit of the Revolving Lenders only, and the Required Revolving Lenders under the Revolving Credit Facility may (a) amend, waive or otherwise modify this Section 10.9, or the defined terms used solely for purposes of this Section 10.9, or (b) waive any Default or Event of Default resulting from a breach of this Section 10.9, in each case under the foregoing clauses (a) and (b), without the consent of any Lenders other than the Required Revolving Lenders under the Revolving Credit Facility in accordance with the provisions of Section 13.1.

10.10. Limitation on Subsidiary Distributions. The Borrower will not, and will not permit any Restricted Subsidiary that is not a Guarantor to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to (x) (i) pay dividends or make any other distributions to the Borrower or any Restricted Subsidiary that is a Guarantor on its Stock or Stock Equivalents or with respect to any other interest or participation in, or measured by, its

profits or (ii) pay any Indebtedness owed to the Borrower or any Restricted Subsidiary that is a Guarantor, (y) make loans or advances to the Borrower or any Restricted Subsidiary that is Guarantor or (z) sell, lease or transfer any of its properties or assets to the Borrower or any Restricted Subsidiary that is a Guarantor, except (in each case) for such encumbrances or restrictions (A) which the Borrower has reasonably determined in good faith will not materially impair the Borrower's ability to make payments under this Agreement when due or (B) existing under or by reason of:

(a) contractual encumbrances or restrictions in effect on the Closing Date, including pursuant to this Agreement and the related documentation and related Hedging Obligations;

(b) purchase money obligations and Capitalized Lease Obligations that impose restrictions of the nature discussed in clause (x), (y) or (z) above on the property so acquired, any replacements of such property or assets and additions and accessions thereto, after-acquired property subject to such arrangement, the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment (or assets affixed or appurtenant thereto and additions and accessions) financed by such lender (it being understood that such restriction shall not be permitted to apply to any property to which such restriction would not have applied but for such acquisition);

(c) Applicable Laws or any applicable rule, regulation or order, or any request of any Governmental Authority having regulatory authority over the Borrower or any of its Subsidiaries;

(d) any agreement or other instrument of a Person acquired by or merged or consolidated with or into the Borrower or any Restricted Subsidiary, or of an Unrestricted Subsidiary or an Excluded Project Subsidiary that is designated a Restricted Subsidiary, or that is assumed in connection with the acquisition of assets from such Person, in each case that is in existence at the time of such transaction (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired or designated, any replacements of such property or assets and additions and accessions thereto, after-acquired property subject to such agreement or instrument, the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment (or assets affixed or appurtenant thereto and additions and accessions) financed by such lender (it being understood that such encumbrance or restriction shall not be permitted to apply to any property to which such encumbrance or restriction would not have applied but for such acquisition);

(e) contracts for the sale of assets, including customary restrictions with respect to a Subsidiary of the Borrower pursuant to an agreement that has been entered into for

the sale or disposition of all or substantially all of the Stock or Stock Equivalents or assets of such Subsidiary and restrictions on transfer of assets subject to Liens permitted hereunder;

(f) (x) secured Indebtedness otherwise permitted to be incurred pursuant to Sections 10.1 and 10.2 that limit the right of the debtor to dispose of the assets securing such Indebtedness and (y) restrictions or encumbrances on transfers of assets subject to Liens permitted hereunder (but, with respect to any such Lien, only to the extent that such transfer restrictions apply solely to the assets that are the subject of such Lien);

(g) restrictions or encumbrances on cash or other deposits or net worth imposed by customers under, or made necessary or advisable by, contracts entered into in the ordinary course of business;

(h) restrictions or encumbrances imposed by other Indebtedness, Disqualified Stock or preferred Stock or Stock Equivalents of Restricted Subsidiaries permitted to be incurred subsequent to the Closing Date pursuant to the provisions of Section 10.1;

(i) customary provisions in joint venture agreements or arrangements and other similar agreements or arrangements relating solely to such joint venture (including its assets and Subsidiaries) and the Stock or Stock Equivalents issued thereby;

(j) customary provisions contained in leases, sub-leases, licenses, sub-licenses or similar agreements, in each case, entered into in the ordinary course of business;

(k) restrictions created in connection with any Permitted Receivables Financing or any Qualified Securitization Financing that, in the good faith determination of the board of directors (or analogous governing body) of the Borrower, are necessary or advisable to effect such Permitted Receivables Financing or Qualified Securitization Financing, as the case may be;

(l) customary restrictions on leases, subleases, licenses, sublicenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to property interest, rights or the assets subject thereto;

(m) customary provisions restricting assignment or transfer of any agreement entered into in the ordinary course of business;

(n) restrictions contemplated by the Plan or created in connection with the consummation of the Transaction, or restrictions arising from Shared Services and Tax Agreements;

(o) restrictions created in connection with Non-Recourse Debt;

(p) [reserved]; or

(q) any encumbrances or restrictions of the type referred to in clauses (x), (y) and (z) above imposed by any amendments, modifications, restatements, renewals, increases,

supplements, refundings, extensions, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (p) above; provided that such amendments, modifications, restatements, renewals, increases, extensions, supplements, refundings, extensions, replacements, restructurings or refinancings (x) are, in the good faith judgment of the Borrower, not materially more restrictive with respect to such encumbrance and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, extension, restructuring, supplement, refunding, replacement or refinancing or (y) do not materially impair the Borrower's ability to pay its obligations under the Credit Documents as and when due (as determined in good faith by the Borrower); provided that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Borrower or any Restricted Subsidiary that is a Guarantor to other Indebtedness incurred by the Borrower or any Restricted Subsidiary that is a Guarantor shall not be deemed to constitute such an encumbrance or restriction.

10.11. Amendment of Organizational Documents. The Borrower will not, nor will the Borrower permit any Credit Party to, amend or otherwise modify any of its Organizational Documents in a manner that is materially adverse to the Lenders, except as required by Applicable Laws.

SECTION 11. Events of Default.

Upon the occurrence of any of the following specified events (each an "**Event of Default**"):

11.1. Payments. The Borrower shall (a) default in the payment when due of any principal of the Loans or any Unpaid Drawings, (b) default, and such default shall continue for more than five Business Days, in the payment when due of any interest on the Loans or (c) default, and such default shall continue for more than ten Business Days, in the payment when due of any Fees or any other amounts owing hereunder or under any other Credit Document; or

11.2. Representations, Etc. Any representation, warranty or statement made or deemed made by any Credit Party herein or in any other Credit Document or any certificate delivered or required to be delivered pursuant hereto or thereto shall prove to be materially untrue on the date as of which made or deemed made, and, to the extent capable of being cured, such incorrect representation and warranty shall remain incorrect in any material respect for a period of thirty days after written notice thereof from the Administrative Agent to the Borrower; or

11.3. Covenants. Any Credit Party shall:

(a) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.1(d)(i) (provided that notice of such default at any time shall timely cure the failure to provide such notice), Section 9.5 (solely with respect to the Borrower) or Section 10; provided that (x) a breach under Section 10.9 shall only result in an Event of Default (and shall not constitute an Event of Default hereunder if the Borrower has a Cure Right

available) on the date that is 15 Business Days after the day on which a compliance certificate for Section 9.1 Financials is required to be delivered for the applicable fiscal quarter and (y) an Event of Default under Section 10.9 shall not constitute an Event of Default for purposes of any Term B Loan or Term C Loan, or result in the availability of any remedies for the Term B Lenders or Term C Lender, unless and until the Required Revolving Lenders have actually declared all Revolving Loans and all related Obligations to be immediately due and payable in accordance with this Agreement and such declaration has not been rescinded on or before the date the Required Lenders declare an Event of Default with respect to Section 10.9; or

(b) default in the due performance or observance by it of any term, covenant or agreement (other than those referred to in Section 11.1 or 11.2 or clause (a) of this Section 11.3) contained in this Agreement or any other Credit Document and such default shall continue unremedied for a period of at least 30 calendar days after receipt of written notice by the Borrower from the Administrative Agent or the Required Lenders; or

11.4. Default Under Other Agreements. (a) The Borrower or any Restricted Subsidiary shall (i) default in any payment with respect to any Indebtedness (other than any Indebtedness described in Section 11.1, Hedging Obligations or Indebtedness under any Permitted Receivables Financing or under any Qualified Securitization Financing) in a principal amount in excess of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) in the aggregate for the Borrower and such Restricted Subsidiaries beyond the period of grace or cure and following all required notices, if any, provided in the instrument or agreement under which such Indebtedness was created or (ii) default in the observance or performance of any agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist (other than any agreement or condition relating to, or provided in any instrument or agreement, under which such Hedging Obligations or such Permitted Receivables Financing or such Qualified Securitization Financing was created) beyond the period of grace or cure and following all required notices, if any, provided in the instrument or agreement under which such Indebtedness was created, if the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, any such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; or (b) without limiting the provisions of clause (a) above, any such Indebtedness shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment (other than any Hedging Obligations or Indebtedness under any Permitted Receivables Financing or under any Qualified Securitization Financing) or as a mandatory prepayment, prior to the stated maturity thereof; provided that clauses (a) and (b) above shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; provided, further, that this Section 11.4 shall not apply to (i) any Indebtedness if the sole remedy of the holder thereof following such event or condition is to elect to convert such Indebtedness into Stock or Stock Equivalents (other than Disqualified

Stock) and cash in lieu of fractional shares or (ii) any such default that is remedied by or waived (including in the form of amendment) by the requisite holders of the applicable item of Indebtedness or contested in good faith by the Borrower or the applicable Restricted Subsidiary in either case, prior to acceleration of all the Loans pursuant to this Section 11; provided further that a breach of any financial covenant under any other Indebtedness shall not constitute an Event of Default unless the lenders under the document governing such Indebtedness have accelerated the Indebtedness thereunder or terminated such commitments thereunder as a result of such breach; or

11.5. Bankruptcy. Except as otherwise permitted under Section 10.3, (i) the Borrower or any Material Subsidiary shall commence a voluntary case, proceeding or action concerning itself under (a) the Bankruptcy Code or (b) in the case of any Foreign Subsidiary that is a Material Subsidiary, any domestic or foreign law relating to bankruptcy, judicial management, insolvency, reorganization, administration or relief of debtors in effect in its jurisdiction of incorporation, in each case as now or hereafter in effect, or any successor thereto; (ii) an involuntary case, proceeding or action is commenced against the Borrower or any Material Subsidiary in a court of competent jurisdiction and the petition is not controverted within 60 days after commencement of the case, proceeding or action; (iii) a custodian (as defined in the Bankruptcy Code), judicial manager, receiver, receiver manager, trustee, administrator or similar person is appointed by a court of competent jurisdiction for, or takes charge of, all or substantially all of the property of the Borrower or any Material Subsidiary; or (iv) the Borrower or any Material Subsidiary makes a general assignment for the benefit of creditors; or

11.6. ERISA. (a) The occurrence of any ERISA Event, (b) any Benefit Plan shall have an accumulated funding deficiency (whether or not waived); the Borrower or any ERISA Affiliate has incurred or is likely to incur a liability to or on account of a Benefit Plan or Multiemployer Plan under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code (including the giving of written notice thereof) or (c) there could result from any event or events set forth in clause (b) of this Section 11.6 the imposition of a Lien, the granting of a security interest, or a liability, or the reasonable likelihood of incurring a Lien, security interest, liability or event but only if the events described in subsections (a), (b) or (c) will or would be reasonably likely, individually or the aggregate, to have a Material Adverse Effect; or

11.7. Guarantee. Any Guarantee provided by the Borrower or any Material Subsidiary or any material provision thereof shall cease to be in full force or effect (other than pursuant to the terms hereof or thereof) or any such Guarantor thereunder or any other Credit Party shall deny or disaffirm in writing any such Guarantor's obligations under the Guarantee; or

11.8. Pledge Agreement. Any Pledge Agreement pursuant to which the Stock or Stock Equivalents of the Borrower or any Material Subsidiary of the Borrower is pledged or any material provision thereof shall cease to be in full force or effect (other than pursuant to the terms hereof or thereof or due to any defect arising as a result of acts or omissions of the Administrative Agent, the Collateral Agent, the Collateral Trustee or any Lender which do not result from a material breach by a Credit Party of its obligations under the Credit Documents) or

any pledgor thereunder or any other Credit Party shall deny or disaffirm in writing such pledgor's obligations under any Pledge Agreement; or

11.9. Security Agreement. The Security Agreement or any other material Security Document pursuant to which the assets of any Credit Party are pledged as Collateral or any material provision thereof shall cease to be in full force or effect in respect of Collateral with an individual fair market value in excess of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (other than pursuant to the terms hereof or thereof or any defect arising as a result of acts or omissions of the Collateral Agent, the Administrative Agent, the Collateral Trustee or any Lender which do not result from a material breach by a Credit Party of its obligations under the Credit Documents) or any grantor thereunder or any other Credit Party shall deny or disaffirm in writing such grantor's obligations under the Security Agreement or any other such Security Document; or

11.10. Judgments. One or more final judgments or decrees shall be entered against the Borrower or any Restricted Subsidiary involving a liability requiring the payment of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period in the aggregate for all such final judgments and decrees for the Borrower and the Restricted Subsidiaries (to the extent not paid or covered by indemnity or insurance provided by a carrier that has not denied coverage) and any such final judgments or decrees shall not have been satisfied, vacated, discharged or stayed or bonded pending appeal within 60 consecutive days after the entry thereof;

11.11. Change of Control. A Change of Control shall occur;

11.12. Susquehanna Event of Default. A Susquehanna Event of Default shall occur:

(a) then, and in any such event, and at any time thereafter, if any Event of Default shall then be continuing (other than in the case of an Event of Default under Section 11.3(a) with respect to any default of performance or compliance with the covenant under Section 10.9 prior to the date the Revolving Loans (if any) have been accelerated and the Revolving Commitments have been terminated (and such declaration has not been rescinded)), subject to the terms of the Collateral Trust Agreement and any other applicable intercreditor agreement, the Administrative Agent shall, at the written request of the Required Lenders, by written notice to the Borrower, take any or all of the following actions, without prejudice to the rights of the Administrative Agent or any Lender to enforce its claims against the Borrower, except as otherwise specifically provided for in this Agreement (provided that, if an Event of Default specified in Section 11.5 shall occur with respect to the Borrower, the result that would occur upon the giving of written notice by the Administrative Agent as specified in clauses (i), (ii), (iii), (iv), (v) and (vi) below shall occur automatically without the giving of any such notice): (i) declare the Total Revolving Commitment terminated, whereupon the Revolving Commitment, if any, of each Lender shall forthwith terminate immediately and any Fees theretofore accrued shall forthwith become due and payable without any other notice of any kind; (ii) declare the principal of and any accrued interest and Fees in respect of any or all Loans and any or all Obligations owing hereunder and under any other Credit Document to be, whereupon the same

shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; (iii) terminate any Letter of Credit that may be terminated in accordance with its terms; (iv) direct the Collateral Agent to enforce any and all Liens and security interests created pursuant to the Security Documents (or direct the Collateral Agent to cause the Collateral Trustee to enforce any and all Liens and security interests created pursuant to the Security Documents, as applicable); (v) enforce any and all of the Administrative Agent's rights under the Guarantee; and/or (vi) direct the Borrower to Cash Collateralize (and the Borrower agrees that upon receipt of such notice, or upon the occurrence of an Event of Default specified in Section 11.5 with respect to the Borrower, it will Cash Collateralize) all Revolving Letters of Credit issued and then-outstanding.

(b) Notwithstanding anything to the contrary contained herein, any Event of Default under this Agreement or similarly defined term under any other Credit Document, other than any Event of Default which cannot be waived without the written consent of each Lender directly and adversely affected thereby, (i) shall be deemed not to be "continuing" if the events, act or condition that gave rise to such Event of Default have been remedied or cured (including by payment, notice, taking of any action or omitting to take any action) or have ceased to exist and the Borrower is in compliance with this Agreement and/or such other Credit Document.

11.13. Application of Proceeds.

(a) Subject to clauses (b) and (c) below, any amount received by the Administrative Agent, the Collateral Trustee or the Collateral Agent from any Credit Party (or from proceeds of any Collateral) following any acceleration of the Obligations under this Agreement or any Event of Default with respect to the Borrower under Section 11.5 shall be applied in accordance with the Collateral Trust Agreement and any other applicable intercreditor agreement; provided that, with respect to any Term C Collateral Account (and all amounts deposited therein or credited thereto), any amounts so received shall be applied:

(i) First, on a pro rata basis, to the payment of all amounts due to the relevant Term L/C Issuer under any of the Credit Documents, excluding amounts payable in connection with any Term L/C Reimbursement Obligation;

(ii) Second, on a pro rata basis, to the payment of all amounts due to the relevant Term L/C Issuer in an amount equal to 100% of all Term L/C Reimbursement Obligations;

(iii) Third, on a pro rata basis, to any Secured Bank Party which has theretofore advanced or paid any fees to the relevant Term L/C Issuer, other than any amounts covered by priority Second, an amount equal to the amount thereof so advanced or paid by such Secured Bank Party and for which such Secured Bank Party has not been previously reimbursed;

(iv) Fourth, on a pro rata basis, to the payment of all other relevant Term L/C

Obligations; and

(v) Last, the balance, if any, after all of the relevant Term L/C Obligations have been indefeasibly paid in full in cash, as set forth in the Collateral Trust Agreement and any other applicable intercreditor agreement.

(b) In the event that either (x) the Collateral Trust Agreement or any applicable intercreditor agreement directs the application with respect to any Collateral (other than any Term C Collateral Account (and all amounts deposited therein or credited thereto)) be made with reference to this Agreement or the other Credit Documents or (y) the Collateral Trust Agreement has been terminated and no intercreditor agreement is then in effect, any amount received by the Administrative Agent, the Collateral Trustee or the Collateral Agent from any Credit Party (or from proceeds of any Collateral), in each case, other than with respect to any Term C Collateral Account (and all amounts deposited therein or credited thereto) following any acceleration of the Obligations under this Agreement or any Event of Default with respect to the Borrower under Section 11.5 shall be applied:

(i) First, to the payment of all reasonable costs and expenses, fees, commissions and taxes of such sale, collection or other realization including compensation to the Administrative Agent, Collateral Agent and their agents and counsel, and all expenses, liabilities and advances made or incurred by the Administrative Agent and Collateral Agent in connection therewith and all amounts for which the Administrative Agent and Collateral Agent is entitled to indemnification pursuant to the provisions of any Credit Document, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(ii) Second, to the payment of all other reasonable costs and expenses of such sale, collection or other realization including all costs, liabilities and advances made or incurred by the other Secured Bank Parties in connection therewith, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(iii) Third, without duplication of amounts applied pursuant to clauses (i) and (ii) above, to the indefeasible payment in full in cash, pro rata, of interest and other similar amounts constituting Obligations (other than principal, reimbursement obligations in respect of Letters of Credit and obligations to cash collateralize Letters of Credit) and any fees, premiums and scheduled periodic payments due under Secured CA Hedging Agreements and Secured CA Cash Management Agreements to the extent constituting Obligations and any interest accrued thereon (excluding any breakage, termination or other payments thereunder), in each case equally and ratably in accordance with the respective amounts thereof then due and owing;

(iv) Fourth, to the payment in full in cash, pro rata, of principal amount of the Obligations (including reimbursement obligations in respect of Letters of Credit and obligations to cash collateralize Letters of Credit) and any premium thereon and any breakage, termination or other payments under Secured CA Hedging Agreement or Secured CA Cash Management Agreements to the extent constituting Obligations and any interest accrued thereon; and

(v) Fifth, the balance, if any, to the person lawfully entitled thereto (including the applicable Credit Party or its successors or assigns) or as a court of competent jurisdiction may direct.

(c) In the event that the Collateral Trust Agreement has been terminated and no intercreditor agreement is then in effect, any amount received by the Administrative Agent or the Collateral Agent from any Credit Party with respect to any Term C Collateral Account (and all amounts deposited therein or credited thereto) following any acceleration of the Obligations under this Agreement or any Event of Default with respect to the Borrower under Section 11.5 shall be applied in the order set forth in the proviso to clause (a) above.

11.14. Right to Cure.

(a) Notwithstanding anything to the contrary contained in Section 11.3(a), in the event that the Borrower fails to comply with the requirement of the covenant set forth in Section 10.9, after the beginning of the applicable fiscal quarter until the expiration of the fifteenth Business Day after the date on which the compliance certificate relating to Section 9.1 Financials with respect to the Test Period in which the covenant set forth in such Section is being measured are required to be delivered pursuant to Section 9.1 (the "**Cure Period**"), a direct or indirect parent entity of the Borrower or any other Person shall have the right to make a direct or indirect equity investment (in the form of cash common equity or otherwise in a form reasonably acceptable to the Administrative Agent) in the Borrower (the "**Cure Right**"), and upon receipt by the Borrower of the net cash proceeds pursuant to the exercise of the Cure Right (including through the capital contribution of any such net cash proceeds to the Borrower, the "**Cure Amount**"), the covenant set forth in such Section shall be recalculated, giving effect to the pro forma increase to Consolidated Adjusted EBITDA for such Test Period in an amount equal to such Cure Amount; provided that (i) such pro forma adjustment to Consolidated Adjusted EBITDA shall be given solely for the purpose of calculating the covenant set forth in such Section with respect to any Test Period that includes the fiscal quarter for which such Cure Right was exercised and not for any other purpose under any Credit Document, (ii) unless actually applied to Indebtedness, there shall be no pro forma reduction in Indebtedness with the proceeds of any Cure Right for determining compliance with Section 10.9 for the fiscal quarter in respect of which such Cure Right is exercised (either directly through prepayment or indirectly as a result of the netting of Unrestricted Cash for purposes of the definitions of Consolidated Total Debt) and (iii) subject to clause (ii), no other adjustment under any other financial definition shall be made as a result of the exercise of any Cure Right.

(b) If, after the exercise of the Cure Right and the recalculations pursuant to clause (a) above, the Borrower shall then be in compliance with the requirements of the covenant set forth in Section 10.9 during such Test Period (including for the purposes of Section 7), the Borrower shall be deemed to have satisfied the requirements of such covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Default or Event of Default under Section 11.3 that had occurred shall be deemed cured for purposes of this Agreement; provided that (i) in each Test Period there shall be at least two fiscal quarters for which no Cure Right is exercised, (ii) no

more than five Cure Rights may be exercised during the term of the Revolving Credit Facility and (iii) with respect to any exercise of the Cure Right, the Cure Amount shall be no greater than the amount required to cause the Borrower to be in compliance with the covenant set forth in Section 10.9.

(c) Neither the Administrative Agent nor any Lender shall exercise the right to accelerate the Loans or terminate the Commitments and none of the Administrative Agent, any Lender or any other Secured Bank Party shall exercise any right to foreclose on or take possession of the Collateral or exercise any other remedy prior to the expiration of the Cure Period solely on the basis of an Event of Default having occurred and being continuing with respect to a failure to comply with the requirement of the covenant set forth in Section 10.9 (it being understood that no Revolving Lender or Revolving L/C Issuer shall be required to fund Revolving Loans or extend new credit in respect of Revolving Letters of Credit during any such Cure Period prior to any Cure Right being exercised).

SECTION 12. The Agents.

12.1. Appointment.

(a) Each Secured Bank Party (other than the Administrative Agent) hereby irrevocably designates and appoints the Administrative Agent as the agent of such Secured Bank Party under this Agreement and the other Credit Documents and irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Credit Documents, together with such other powers as are reasonably incidental thereto. The provisions of this Section 12 (other than this Section 12.1 and Sections 12.9, 12.12 and 12.13 with respect to the Borrower) are solely for the benefit of the Agents, the Joint Lead Arrangers and the other Secured Bank Parties, and the Borrower shall not have any rights as a third party beneficiary of such provision. Notwithstanding any provision to the contrary elsewhere in this Agreement, no Agent shall have any duties or responsibilities, except those expressly set forth herein or in any other Credit Document, any fiduciary relationship with any other Secured Bank Party or any agency or trust obligations with respect to any Credit Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Credit Document or otherwise exist against such Agent.

(b) The Secured Bank Parties hereby irrevocably designate and appoint the Collateral Representative as the agent with respect to the Collateral, and each of the Secured Bank Parties hereby irrevocably authorizes the Collateral Representative, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit Documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Representative by the terms of this Agreement and the other Credit Documents, together with such other powers as are reasonably incidental thereto. In addition, the Secured Bank Parties hereby irrevocably designate and appoint the Collateral Agent as an additional agent with respect to the Collateral, and each Secured Bank Party hereby irrevocably authorizes the Collateral Agent, in such capacity, to take such action on its behalf under the provisions of

this Agreement and the other Credit 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 Credit Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Collateral Agent shall have no duties or responsibilities except those expressly set forth herein or in any other Credit Document, any fiduciary relationship with any of the other Secured Bank Parties or any agency or trust obligations with respect to any Credit Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Credit Document or otherwise exist against the Collateral Agent.

(c) Each of the Joint Lead Arrangers and Bookrunners, each in its capacity as such, shall not have any obligations, duties or responsibilities under this Agreement but shall be entitled to all benefits of this Section 12.

12.2. Delegation of Duties. The Administrative Agent and the Collateral Agent may each execute any of its duties under this Agreement and the other Credit Documents by or through agents, sub-agents, employees or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither the Administrative Agent nor the Collateral Agent shall be responsible for the negligence or misconduct of any agents, sub-agents or attorneys-in-fact selected by it in the absence of gross negligence or willful misconduct (as determined in the final judgment of a court of competent jurisdiction).

12.3. Exculpatory Provisions.

(a) No Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by any of them under or in connection with this Agreement or any other Credit Document (except for its or such Person's own gross negligence or willful misconduct, as determined in the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein) or (b) responsible in any manner to any of the Lenders or any participant for any recitals, statements, representations or warranties made by the Borrower, any Guarantor, any other Credit Party or any officer thereof contained in this Agreement or any other Credit Document or in any certificate, report, statement or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any other Credit Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Credit Document, or the perfection or priority of any Lien or security interest created or purported to be created under the Security Documents, or for any failure of the Borrower, any Guarantor or any other Credit Party to perform its obligations hereunder or thereunder. No Agent shall be under any obligation to any other Secured Bank Party to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Credit Document, or to inspect the properties, books or records of any Credit Party or any Affiliate thereof.

(b) Each Lender confirms to the Administrative Agent, the Collateral Agent, each other Lender and each of their respective Related Parties that it (i) possesses (individually or through its Related Parties) such knowledge and experience in financial and business matters

that it is capable, without reliance on the Administrative Agent, the Collateral Agent, any other Lender or any of their respective Related Parties, of evaluating the merits and risks (including tax, legal, regulatory, credit, accounting and other financial matters) of (x) entering into this Agreement, (y) making Loans and other extensions of credit hereunder and under the other Credit Documents and (z) in taking or not taking actions hereunder and thereunder, (ii) is financially able to bear such risks and (iii) has determined that entering into this Agreement and making Loans and other extensions of credit hereunder and under the other Credit Documents is suitable and appropriate for it.

(c) Each Lender acknowledges that (i) it is solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Agreement and the other Credit Documents, (ii) that it has, independently and without reliance upon the Administrative Agent, the Collateral Agent, any other Lender or any of their respective Related Parties, made its own appraisal and investigation of all risks associated with, and its own credit analysis and decision to enter into, this Agreement based on such documents and information, as it has deemed appropriate and (iii) it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, any other Lender or any of their respective Related Parties, continue to be solely responsible for making its own appraisal and investigation of all risks arising under or in connection with, and its own credit analysis and decision to take or not take action under, this Agreement and the other Credit Documents based on such documents and information as it shall from time to time deem appropriate, which may include, in each case:

(i) the financial condition, status and capitalization of the Borrower and each other Credit Party;

(ii) the legality, validity, effectiveness, adequacy or enforceability of this Agreement and each other Credit Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Credit Document;

(iii) determining compliance or non-compliance with any condition hereunder to the making of a Loan or the issuance of a Letter of Credit and the form and substance of all evidence delivered in connection with establishing the satisfaction of each such condition; and

(iv) the adequacy, accuracy and/or completeness of any information delivered by the Administrative Agent, the Collateral Agent, any other Lender or by any of their respective Related Parties under or in connection with this Agreement or any other Credit Document, the transactions contemplated hereby and thereby or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Credit Document.

(d) The Collateral Agent shall not be responsible for and makes no representation as to the existence, genuineness, value or protection of any Collateral, for the legality, effectiveness or sufficiency of any Security Document, or for the creation, perfection, priority, sufficiency or protection of any liens securing the Loans.

(e) For the avoidance of doubt, nothing herein shall require the Collateral Agent to file financing statements or continuation statements, or be responsible for maintaining the security interests purported to be created as described herein (except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder or under any other Loan Document) and such responsibility shall be solely that of the Credit Parties.

(f) Notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Collateral Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction, reasonable satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Collateral Agent, it is understood that in all cases the Collateral Agent shall be fully justified in failing or refusing to take any such action under this Agreement if it shall not have received such written instruction, advice or concurrence of the Administrative Agent, as it deems appropriate. This provision is intended solely for the benefit of the Collateral Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.

(g) In no event shall the Collateral Agent be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Collateral Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

12.4. Reliance by Agents. The Administrative Agent and the Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex, electronic mail, or teletype message, statement, order or other document or instruction believed by it in good faith 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 Borrower), independent accountants and other experts selected by the Administrative Agent or the Collateral Agent. The Administrative Agent may deem and treat the Lender specified in the Register with respect to any amount owing hereunder as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent and the Collateral Agent and shall be fully justified in failing or refusing to take any action under this Agreement or any other Credit Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent and the Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Credit Documents in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans;

provided that none of the Administrative Agent or the Collateral Agent shall be required to take any action that, in its opinion or in the opinion of its counsel, may expose it to liability or that is contrary to any Credit Document or Applicable Law. For purposes of determining compliance with the conditions specified in ~~Sections 6~~Sections 6 and 7 on the Closing Date, each Lender that has signed or authorized the signing of this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

12.5. Notice of Default. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless an officer of the Administrative Agent or the Collateral Agent having direct responsibility for the administration of this Agreement, as applicable, has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent or the Collateral Agent receives such a notice, it shall give notice thereof to the Lenders, the Collateral Representative and either the Administrative Agent or the Collateral Agent, as applicable. The Administrative Agent, the Collateral Agent and the Collateral Trustee shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided that unless and until the Administrative Agent, the Collateral Agent or the Collateral Trustee, as applicable, shall have received such directions, the Administrative Agent, the Collateral Agent or the Collateral Trustee, as applicable, may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as is within its authority to take under this Agreement and otherwise as it shall deem advisable in the best interests of the Lenders except to the extent that this Agreement requires that such action be taken only with the approval of the Required Lenders or each of the Lenders, as applicable.

12.6. Non-Reliance on Administrative Agent, Collateral Agent and Other Lenders. Each Lender expressly acknowledges that none of the Administrative Agent, the Collateral Agent or any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent or the Collateral Agent hereinafter taken, including any review of the affairs of the Borrower, any Guarantor or any other Credit Party, shall be deemed to constitute any representation or warranty by the Administrative Agent or the Collateral Agent to any Lender or the L/C Issuer. Each Lender and the L/C Issuer represents to Administrative Agent and the Collateral Agent that it has, independently and without reliance upon the Administrative Agent, Collateral Agent or any other Lender, 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, each Guarantor and each other Credit Party and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent, Collateral 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 analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Credit Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower, each Guarantor and each other Credit Party. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, none of the Administrative Agent or the Collateral Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, assets, operations, properties, financial condition, prospects or creditworthiness of the Borrower, any Guarantor or any other Credit Party that may come into the possession of the Administrative Agent, the Collateral Agent or any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates.

12.7. Indemnification. The Lenders agree to indemnify each Agent, each in its capacity as such (to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably according to their respective portions of the Total Credit Exposure in effect on the date on which indemnification is sought (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with their respective portions of the Total Credit Exposure in effect immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time occur (including at any time following the payment of the Loans) be imposed on, incurred by or asserted against such Agent, including all fees, disbursements and other charges of counsel to the extent required to be reimbursed by the Credit Parties pursuant to Section 13.5, in any way relating to or arising out of the Commitments, this Agreement, any of the other Credit Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing **(SUBJECT TO THE PROVISO BELOW, WHETHER OR NOT CAUSED BY OR ARISING IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE ORDINARY NEGLIGENCE OF THE INDEMNIFIED PERSON)**; provided that no Lender shall be liable to any Agent for the payment of 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 determined by a final judgment of a court of competent jurisdiction; provided, further, that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Credit Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 12.7. In the case of any investigation, litigation or proceeding giving rise to any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time occur, be imposed upon, incurred by or asserted against the Administrative Agent or the Collateral Agent in any way relating to or arising out of the Commitments, this Agreement, any of the other Credit Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing (including at any time following the payment of the Loans), this Section 12.7 applies

whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse such Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including attorneys' fees) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice rendered in respect of rights or responsibilities under, this Agreement, any other Credit Document, or any document contemplated by or referred to herein, to the extent that such Agent is not reimbursed for such expenses by or on behalf of the Borrower; provided that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto. If any indemnity furnished to any Agent for any purpose shall, in the opinion of such Agent, be insufficient or become impaired, such Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished; provided in no event shall this sentence require any Lender to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement in excess of such Lender's *pro rata* portion thereof; and provided further, this sentence shall not be deemed to require any Lender to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement resulting from such Agent's gross negligence or willful misconduct (as determined by a final judgment of court of competent jurisdiction). The agreements in this Section 12.7 shall survive the payment of the Loans and all other amounts payable hereunder and the resignation or removal of any Agent.

12.8. Agents in their Individual Capacities. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower, any Guarantor, and any other Credit Party as though such Agent were not an Agent hereunder and under the other Credit Documents. With respect to the Loans made by it, each Agent shall have the same rights and powers under this Agreement and the other Credit Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

12.9. Successor Agents. (a) Each of the Administrative Agent and Collateral Agent may resign at any time by notifying the other Agent, the Lenders, the L/C Issuers and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, subject to the consent of the Borrower (not to be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may (i) on behalf of the Lenders and the L/C Issuers, appoint a successor Agent meeting the qualifications set forth above (including receipt of the Borrower's consent) or (ii) petition a court of competent jurisdiction for the appointment of a successor; provided that if such Agent shall notify the Borrower and the Lenders that no qualifying Person (including as a result of the absence of consent of the Borrower) has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (x) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case

of any collateral security held by the Collateral Agent on behalf of any of the Secured Parties under any of the Credit Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (y) all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Required Lenders with (except after the occurrence and during the continuation of an Event of Default under Section 11.1 or 11.5) the consent of the Borrower (not to be unreasonably withheld) appoint successor Agents as provided for above in this paragraph. Upon the acceptance of a successor's appointment as the Administrative Agent or Collateral Agent, as the case may be, hereunder, and upon the execution and filing or recording of such financing statements, or amendments thereto, and such amendments or supplements to the Mortgages, and such other instruments or notices, as may be necessary or desirable, or as the Required Lenders may request, in order to continue the perfection of the Liens granted or purported to be granted by the Security Documents, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower (following the effectiveness of such appointment) to such Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Credit Documents, the provisions of this Section 12 (including Section 12.7) and Section 13.5 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as an Agent.

(b) Without limitation to Section 3.6(a) or 13.9, any resignation by Citibank, N.A. as Administrative Agent pursuant to this Section 12.9 shall also constitute its resignation as a L/C Issuer. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (b) the retiring L/C Issuer shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

12.10. Withholding Tax. To the extent required by any Applicable Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any authority of the United States or any other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate documentation was not delivered, was not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstances that rendered the exemption from, or reduction of, withholding Tax ineffective, or for any other reason), such Lender shall indemnify the Administrative Agent (to the extent that the Administrative Agent has

not already been reimbursed by the Borrower (solely to the extent required by this Agreement) and without limiting the obligation of the Borrower to do so) fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including penalties and interest, together with all expenses incurred, including legal expenses, allocated staff costs and any out of pocket expenses. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement, any other Credit Document or otherwise against any amount due to the Administrative Agent under this Section 12.10. For purposes of this Section 12.10, the term "Lender" includes any L/C Issuer. The agreements in this Section 8.13 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

12.11. Trust Indenture Act. In the event that Citibank, N.A. or any of its Affiliates shall be or become an indenture trustee under the Trust Indenture Act of 1939 (as amended, the "**Trust Indenture Act**") in respect of any securities issued or guaranteed by any Credit Party, each Credit Party and each Lender agrees that any payment or property received in satisfaction of or in respect of any Obligation of such Credit Party hereunder or under any other Credit Document by or on behalf of Citibank, N.A., in its capacity as the Administrative Agent or the Collateral Agent for the benefit of any Lender or Secured Party under any Credit Document (other than Citibank, N.A. or an Affiliate of Citibank, N.A.) and which is applied in accordance with the Credit Documents shall be deemed to be exempt from the requirements of Section 311 of the Trust Indenture Act pursuant to Section 311(b)(3) of the Trust Indenture Act.

12.12. Collateral Trust Agreement; Intercreditor Agreements. Each of the Collateral Agent, the Collateral Trustee and the Administrative Agent is hereby authorized to enter into the Collateral Trust Agreement and any other intercreditor agreement contemplated hereby, and the parties hereto acknowledge that the Collateral Trust Agreement and any other intercreditor agreement to which the Collateral Agent, the Collateral Trustee and/or the Administrative Agent is a party are each binding upon them. Each Lender (a) hereby agrees that it will be bound by and will take no actions contrary to the provisions of the Collateral Trust Agreement and any such other intercreditor agreement and (b) hereby authorizes and instructs the Collateral Agent, the Collateral Trustee and the Administrative Agent to enter into any First Lien Intercreditor Agreement and any Junior Lien Intercreditor Agreement and to subject the Liens on the Collateral securing the Obligations to the provisions thereof. In addition, each Lender hereby authorizes the Collateral Agent, the Collateral Trustee and the Administrative Agent to enter into (i) any amendments to the Collateral Trust Agreement and (ii) any other intercreditor arrangements, in the case of clauses (i) and (ii) to the extent required to give effect to the establishment of intercreditor rights and privileges as contemplated and required by Section 10.2 of this Agreement.

12.13. Security Documents and Guarantee; Agents under Security Documents and Guarantee. (a) Each Secured Bank Party hereby further authorizes the Administrative Agent or the Collateral Agent, as applicable, on behalf of and for the benefit of the Secured Bank Parties, to be the agent for and representative of the Secured Bank Parties with respect to the Guarantee, the Collateral and the Security Documents, as applicable. Subject to Section 13.1, without further written consent or authorization from any Secured Bank Party, the Administrative Agent or the

Collateral Agent, as applicable, may (or may otherwise instruct the Collateral Representative to) execute any documents or instruments necessary to (a) release any Lien on any property granted to or held by the Administrative Agent, the Collateral Agent (acting at the direction of the Administrative Agent) or the Collateral Trustee (or any sub-agent thereof) under any Credit Document (i) upon the payment in full (or Cash Collateralization) of all Obligations (except for Hedging Obligations in respect of any Secured CA Hedging Agreement, Cash Management Obligations in respect of Secured CA Cash Management Agreements and contingent obligations in respect of which a claim has not yet been made and Cash Collateralized Letters of Credit), (ii) if the property subject to such Lien is sold or to be sold or transferred as part of or in connection with any sale or other transfer permitted hereunder and the other Credit Documents to a Person that is not a Credit Party or in connection with the designation of any Restricted Subsidiary as an Unrestricted Subsidiary or an Excluded Project Subsidiary in compliance with this Agreement, (iii) if the property subject to such Lien is owned by a Credit Party, upon the release of such Credit Party from its Guarantee otherwise in accordance with the Credit Documents, (iv) as and to the extent provided in the Security Documents, (v) if the property subject to such Lien constitutes Excluded Collateral or Excluded Stock and Stock Equivalents, or (vi) if approved, authorized or ratified in writing in accordance with Section 13.1; (b) release any Guarantor that is a Subsidiary from its obligations under the Guarantee if such Person ceases to be a Restricted Subsidiary (or otherwise becomes an Excluded Subsidiary) as a result of a transaction or designation permitted hereunder; provided, that the release of any Guarantor from its obligations under this Agreement, if such Guarantor becomes an Excluded Subsidiary of the type described in clause (b) of the definition thereof, shall only be permitted if such Guarantor becomes an Excluded Subsidiary of such type solely as a result of a permitted transaction with a Person that is not an Affiliate of Borrower (other than to the extent such Person becomes a non-Affiliate of Borrower as a result of such transaction) that is not solely for the purpose of releasing such Guarantor from its Guarantee; (c) subordinate any Lien on any property granted to or held by the Administrative Agent, the Collateral Agent or the Collateral Trustee under any Credit Document to the holder of any Lien permitted under clauses (d), (f) (to the extent representing a refinancing Lien in respect of Section 10.2(g)), (g), (s), (u), and (ff) of Section 10.2 and clause (o) of the definition of "Permitted Liens"; or (d) enter into subordination or intercreditor agreements with respect to Indebtedness to the extent the Administrative Agent, the Collateral Agent or the Collateral Trustee is otherwise contemplated herein as being a party to such intercreditor or subordination agreement, including the Collateral Trust Agreement.

(b) Right to Realize on Collateral and Enforce Guarantee. Anything contained in any of the Credit Documents to the contrary notwithstanding, the Borrower, the Agents, the Joint Lead Arrangers and each Secured Bank Party hereby agree that (i) no Secured Bank Party shall have any right individually to realize upon any of the Collateral or to enforce the Guarantee, it being understood and agreed that all powers, rights and remedies hereunder and under the Guaranty may be exercised solely by the Administrative Agent or Collateral Agent, on behalf of the Secured Bank Parties in accordance with the terms hereof and thereof and all powers, rights and remedies under the Security Documents may be exercised solely by the Collateral Trustee and the Collateral Agent, in each case, on behalf of the Secured Bank Parties, and (ii) in the event of a foreclosure by the Collateral Representative on any of the Collateral pursuant to a public or private sale or other disposition, the Collateral Representative or any Secured Bank

Party may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and each of the Collateral Trustee and the Collateral Agent, as agent for and representative of the Secured Bank Parties (but not any Lender or Lenders in its or their respective individual capacities unless Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by the Collateral Representative at such sale or other disposition. No holder of Hedging Obligations under Secured CA Hedging Agreements or Cash Management Obligations under Secured CA Cash Management Agreements shall have any rights in connection with the management or release of any Collateral or of the obligations of any Credit Party under this Agreement. No holder of Hedging Obligations under Secured CA Hedging Agreements or Cash Management Obligations under Secured CA Cash Management Agreements that obtains the benefits of any Guarantee or any Collateral by virtue of the provisions hereof or of any other Credit Document shall have any right to notice of any action or to consent to or vote on, direct or object to any action hereunder or under any other Credit Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender, L/C Issuer or Agent and, in such case, only to the extent expressly provided in the Credit Documents. Notwithstanding any other provision of this Agreement to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured CA Hedging Agreements and Secured CA Cash Management Agreements, unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

12.14. Erroneous Payments.

(a) If the Administrative Agent notifies a Lender, L/C Issuer or Secured Bank Party, or any Person who has received funds on behalf of a Lender, L/C Issuer or Secured Bank Party (any such Lender, L/C Issuer, Secured Bank Party or other recipient (other than a Credit Party), a "**Payment Recipient**") that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, L/C Issuer, Secured Bank Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender, L/C Issuer or Secured Bank Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such

Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error. If a Payment Recipient receives any payment, prepayment or repayment of principal, interest, fees, distribution or otherwise and does not receive a corresponding payment notice or payment advice, such payment, prepayment or repayment shall be presumed to be in error absent written confirmation from the Administrative Agent to the contrary.

(b) Each Lender, L/C Issuer or Secured Bank Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, L/C Issuer or Secured Bank Party under any Credit Document, or otherwise payable or distributable by the Administrative Agent to such Lender, L/C Issuer or Secured Bank Party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(c) For so long as an Erroneous Payment (or portion thereof) has not been returned by any Payment Recipient who received such Erroneous Payment (or portion thereof) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**") to the Administrative Agent after demand therefor in accordance with immediately preceding clause (a), (i) the Administrative Agent may elect, in its sole discretion on written notice to such Lender, L/C Issuer or Secured Bank Party, that all rights and claims of such Lender, L/C Issuer or Secured Bank Party with respect to the Loans or other Obligations owed to such Person up to the amount of the corresponding Erroneous Payment Return Deficiency in respect of such Erroneous Payment (the "**Corresponding Loan Amount**") shall immediately vest in the Administrative Agent upon such election; after such election, the Administrative Agent (x) may reflect its ownership interest in Loans in a principal amount equal to the Corresponding Loan Amount in the Register, and (y) upon five business days' written notice to such Lender, L/C Issuer or Secured Bank Party, may sell such Loan (or portion thereof) in respect of the Corresponding Loan Amount, and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by such Lender, L/C Issuer or Secured Bank Party shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender, L/C Issuer or Secured Bank Party (and/or against any Payment Recipient that receives funds on its behalf), and (ii) each party hereto agrees that, except to the extent that the Administrative Agent has sold such Loan, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of such Lender, L/C Issuer or Secured Bank Party with respect to the Erroneous Payment Return Deficiency. For the avoidance of doubt, no vesting or sale pursuant to the foregoing clause (i) will reduce the Commitments of any Lender or L/C Issuer and such Commitments shall remain available in accordance with the terms of this Agreement.

(d) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Credit

Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Credit Party for the purpose of making such Erroneous Payment.

(e) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(f) Each party's obligations, agreements and waivers under this Section 12.14 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or L/C Issuer, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Credit Document.

12.15. Certain ERISA Matters.

(a) Each Lender and Term L/C Issuer (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a party hereto to the date such Person ceases being a party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that at least one of the following is and will be true:

(i) such Lender or Term L/C Issuer, as applicable, is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plan Investors with respect to such Person's entrance into, participation in, administration of and performance of the Loans, the Term Letters of Credit, the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Person's entrance into, participation in, administration of and performance of the Loans, the Term Letters of Credit, the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement,

(iii) (A) such Person is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Person to enter into,

participate in, administer and perform the Initial Term B Loans, the Initial Term C Loans, the Initial Revolving Loans, the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Term Letters of Credit , the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Person, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Person's entrance into, participation in, administration of and performance of the Loans, the Term Letters of Credit, the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender or Term L/C Issuer.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Initial Term B Loans, the Initial Term C Loans, the Initial Revolving Loans, the Incremental Commitments, the Incremental Loans, the Refinancing Commitments, the Refinancing Loans or this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Documents or any documents related hereto or thereto).

SECTION 13. Miscellaneous.

13.1. Amendments, Waivers and Releases. Neither this Agreement nor any other Credit Document, nor any terms hereof or thereof, may be amended, supplemented or modified except in accordance with the provisions of this Section 13.1. The Required Lenders may, or, with the written consent of the Required Lenders, the Administrative Agent and/or the Collateral Agent may, from time to time, (a) enter into with the relevant Credit Party or Credit Parties written amendments, supplements or modifications hereto and to the other Credit Documents for the purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the Lenders or of the Credit Parties hereunder or thereunder or (b) waive in writing, on such terms and conditions as the Required Lenders or the Administrative Agent and/or Collateral Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; provided, however, that each such waiver and each such amendment, supplement or modification shall be effective only in the specific instance and for

the specific purpose for which given; and provided, further, that no such waiver and no such amendment, supplement or modification shall:

(i) forgive or reduce any portion of any Loan or extend the final scheduled maturity date of any Loan or reduce the stated rate, or forgive any portion, or extend the date for the payment, of any interest or Fee payable hereunder (other than as a result of waiving the applicability of any post-default increase in interest rates), or extend the final expiration date of any Lender's Commitment or extend the final expiration date of any Revolving Letter of Credit beyond the applicable Revolving L/C Maturity Date or extend the final expiration date of any Term Letter of Credit beyond the Term L/C Termination Date, or increase the aggregate amount of the Commitments of any Lender, in each case without the written consent of each Lender directly and adversely affected thereby; provided that, in each case for purposes of this clause (i), a waiver of any condition precedent in Section 6 or Section 7 of this Agreement, the waiver of any Default, Event of Default, default interest, mandatory prepayment or reductions, any modification, waiver or amendment to the financial definitions or financial ratios or any component thereof or the waiver of any other covenant shall not constitute an increase of any Commitment of a Lender, a reduction or forgiveness of any portion of any Loan or in the interest rates or the fees or premiums or a postponement of any date scheduled for the payment of principal or interest or an extension of the final maturity of any Loan, or the scheduled termination date of any Commitment; or

(ii) amend, modify or waive any provision of this Section 13.1 or reduce the percentages specified in the definition of "Required Lenders", "Required Revolving Lenders", "Required Term B Lenders" or "Required Term C Lenders", consent to the assignment or transfer by the Borrower of its rights and obligations under any Credit Document to which it is a party (except as permitted pursuant to Section 10.3) or alter the order of application set forth in Section 5.2(c) or Section 11.13 or Section 3.4 of the Collateral Trust Agreement, in each case without the written consent of each Lender directly and adversely affected thereby, or

(iii) amend, modify or waive any provision of Section 12 without the written consent of the then-current Administrative Agent and Collateral Agent or any other former or current Agent to whom Section 12 then applies in a manner that directly and adversely affects such Person, or

(iv) amend, modify or waive any provision of Section 3 with respect to any Letter of Credit in a manner that directly and adversely affects a L/C Issuer without the written consent of the such L/C Issuer,

(v) release all or substantially all of the value of the Guarantors under the Guarantee (except as expressly permitted by the Guarantee or this Agreement) or, subject to the Collateral Trust Agreement, release all or substantially all of the Collateral under the Security Documents (except as expressly permitted by the Security Documents or this Agreement), in either case without the prior written consent of each Lender;

(vi) amend, modify or waive any provision of any Credit Document that would have the effect of subordinating (x) the Liens securing any of the Loans on all or

substantially all of the Collateral to the Liens securing any other Indebtedness or other obligations or (y) any Loans in contractual right of payment to any other Indebtedness; *provided*, that any subordination expressly permitted by the Collateral Trust Agreement or other intercreditor agreement as permitted to be entered into under this Agreement or any other Credit Document shall not be restricted by subclauses (x) and (y) above; or

(vii) amend, modify or waive any provision relating to a Susquehanna Event of Default or the last paragraph of Section 10.3, in each case, without the written consent of the Required Lenders and the Required Revolving Lenders.

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the affected Lenders and shall be binding upon the Borrower, the applicable Credit Parties, such Lenders, the Administrative Agent and all future holders of the affected Loans.

In the case of any waiver, the Borrower, the applicable Credit Parties, the Lenders, the Administrative Agent shall be restored to their former positions and rights hereunder and under the other Credit Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing, it being understood that no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. In connection with the foregoing provisions, the Administrative Agent may, but shall have no obligations to, with the concurrence of any Lender, execute amendments, modifications, waivers or consents on behalf of such Lender.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, modification, supplement, waiver or consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender (it being understood that any Commitments or Loans held or deemed held by any Defaulting Lender shall be excluded for a vote of the Lenders hereunder requiring any consent of the Lenders, except as expressly provided for by this Agreement).

Notwithstanding the foregoing, (i) only the Required Revolving Lenders under the Revolving Credit Facility shall have the ability to waive, amend, supplement or modify the covenant set forth in Section 10.9 (or the defined terms to the extent used therein but not as used in any other provision of this Agreement or any other Credit Document), Section 11 (solely as it directly relates to Section 10.9), or Section 9.1 (solely as it directly relates to a qualification resulting from an actual Event of Default under Section 10.9), (ii) the written consent of the Required Revolving Lenders, each Revolving L/C Issuer and the Administrative Agent shall be required to amend the sublimit for Revolving Letters of Credit and the definition of "Revolving L/C Commitment" and (iii) Section 4.2 may not be waived or amended in a manner that affects the making of any Revolving Loan without the consent of the Required Revolving Lenders.

Notwithstanding the foregoing, in addition to any credit extensions and related Incremental Amendment(s) effectuated without the consent of Lenders in accordance with Section 2.14, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or

more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Credit Documents with the Loans and Commitments and the accrued interest and Fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and other definitions related to such new Loans and Commitments.

In addition, notwithstanding the foregoing, the Administrative Agent, the Collateral Agent, the relevant L/C Issuer(s) and the relevant Credit Parties may amend, supplement or modify any provision of Section 3 (or any defined term as used in such Section 3, or any underlying definition thereto as used in Section 3, or any underlying definition thereto as used in Section 3) to make technical, ministerial or operational changes (or any other amendments, supplements or modifications which impact such consenting L/C Issuer) without the consent of any Lender so long as such amendments do not adversely affect the Lenders.

In addition, any waiver, amendment or modification of this Agreement that by its terms affects the rights or duties under this Agreement of Lenders holding Loans or Commitments of a particular Class (but not the Lenders holding Loans or Commitments of any other Class) may be effected by an agreement or agreements in writing entered into by the Borrower and the requisite percentage in interest of the affected Class of Lenders stating that would be required to consent thereto under this Section 13.1 if such Class of Lenders were the only Class of Lenders hereunder at the time.

In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term B Loans to permit the refinancing of all outstanding Term B Loans of a given Class ("**Refinanced Term B Loans**") with a replacement term loan tranche ("**Replacement Term B Loans**") hereunder; provided that (a) except as otherwise permitted hereby, the aggregate principal amount of such Replacement Term B Loans shall not exceed the aggregate principal amount of such Refinanced Term B Loans plus (i) an amount equal to all accrued but unpaid interest, fees, premium, and expenses incurred in connection therewith (including original issue discount, upfront fees and similar items) and (ii) unused commitment amounts, (b) the Weighted Average Life to Maturity of such Replacement Term B Loans shall not be shorter than the Weighted Average Life to Maturity of such Refinanced Term B Loans at the time of such refinancing ((without giving effect to any previous amortization payments or prepayments of the Term B Loans), and (c) the covenants, defaults, guaranties, security and mandatory repayment provisions applicable to such Replacement Term B Loans shall be substantially identical to, or less favorable (taken as a whole) to the Lenders providing such Replacement Term B Loans than those applicable to such Refinanced Term B Loans, except to the extent necessary to provide for covenants and other provisions applicable only to periods after the Latest Maturity Date in effect immediately prior to such refinancing.

In addition, notwithstanding the foregoing, this Agreement may be amended with the written consent of the Administrative Agent, the Borrower and the Lenders providing the relevant Replacement Term C Loans (as defined below) to permit the refinancing of all

outstanding Term C Loans of a given Class ("**Refinanced Term C Loans**") with a replacement term loan tranche ("**Replacement Term C Loans**") hereunder; provided that (a) except as otherwise permitted hereby, the aggregate principal amount of such Replacement Term C Loans shall not exceed the aggregate principal amount of such Refinanced Term C Loans plus (i) an amount equal to all accrued but unpaid interest, fees, premium, and expenses incurred in connection therewith (including original issue discount, upfront fees and similar items) and (ii) unused commitment amounts, (b) the Weighted Average Life to Maturity of such Replacement Term C Loans shall not be shorter than the Weighted Average Life to Maturity of such Refinanced Term C Loans at the time of such refinancing (without giving effect to any previous amortization payments or prepayments of the Term C Loans) and (c) the covenants, defaults, guaranties, security and mandatory repayment provisions applicable to such Replacement Term C Loans shall be substantially identical to, or less favorable (taken as a whole) to the Lenders providing such Replacement Term C Loans than those applicable to such Refinanced Term C Loans, except to the extent necessary to provide for covenants and other provisions applicable only to periods after the Latest Maturity Date in effect immediately prior to such refinancing.

In addition, notwithstanding the foregoing, this Agreement and the other Credit Documents may be amended with the written consent of the Administrative Agent, the Borrower, the Term L/C Issuers and the Lenders providing the relevant Replacement Facility to permit the replacement of all outstanding Term C Loans of a given Class ("**Replaced Term C Loans**") or all outstanding Revolving Loans of a given Class ("**Replaced Revolving Loans**") with a replacement revolving credit loan facility (solely, with respect to the Replaced Term C loans, for the purpose of supporting the issuance of letters of credit), or a facility designed to provide the Borrower with access to letters of credit ("**Replacement Facility**") hereunder; provided that (a) except as otherwise permitted hereby, the aggregate amount of such Replacement Facility shall not exceed the aggregate principal amount of such Replaced Term C Loans plus (i) an amount equal to all accrued but unpaid interest, fees, premium, and expenses incurred in connection therewith (including original issue discount, upfront fees and similar items) and (ii) unused commitment amounts, (b) such Replacement Facility does not mature (or require any mandatory commitment reductions) prior to the maturity date of such Replaced Term C Loans or Replaced Revolving Loans, as applicable, and (d) the covenants, defaults, guaranties, security and mandatory repayment provisions applicable to such Replacement Facility shall be substantially identical to, or less (taken as a whole) favorable to the Lenders providing such Replacement Facility than those applicable to such Replaced Term C Loans or Replaced Revolving Loans, except to the extent necessary to provide for covenants and other provisions applicable only to periods after the Latest Maturity Date in effect immediately prior to such refinancing.

The Lenders hereby irrevocably agree that the Liens granted to the Collateral Representative by the Credit Parties on any Collateral shall be automatically released (and the Collateral Agent shall (at the direction of the Administrative Agent) instruct the Collateral Representative to release), subject to the Collateral Trust Agreement, (i) in full, upon the termination of this Agreement and the payment of all Obligations hereunder (except for Hedging Obligations in respect of any Secured CA Hedging Agreement, Cash Management Obligations in respect of Secured CA Cash Management Agreements and contingent obligations in respect of which a claim has not yet been made and Cash Collateralized Letters of Credit), (ii) upon the sale

or other disposition of such Collateral (including as part of or in connection with any other sale or other disposition permitted hereunder) to any Person other than another Credit Party, to the extent such sale or other disposition is made in compliance with the terms of this Agreement (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Credit Party upon its reasonable request without further inquiry), (iii) to the extent such Collateral is comprised of property leased to a Credit Party, upon termination or expiration of such lease, (iv) if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with this Section 13.1), (v) to the extent the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the Guarantee (in accordance with the following sentence), (vi) as required to effect any sale or other disposition of Collateral in connection with any exercise of remedies of the Collateral Representative pursuant to the Security Documents and/or (vii) if such assets constitute Excluded Collateral. Any such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Credit Parties in respect of) all interests retained by the Credit Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Credit Documents. Additionally, the Lenders hereby irrevocably agree that the Subsidiary Guarantors shall be automatically released from the Guarantee upon consummation of any transaction resulting in such Subsidiary ceasing to constitute a Restricted Subsidiary or upon becoming an Excluded Subsidiary; provided that the release of any Guarantor from its obligations under this Agreement, if such Guarantor becomes an Excluded Subsidiary of the type described in clause (b) of the definition thereof, shall only be permitted if such Guarantor becomes an Excluded Subsidiary of such type solely as a result of a permitted transaction with a Person that is not an Affiliate of Borrower (other than to the extent such Person becomes a non-Affiliate of Borrower as a result of such transaction) that is not solely for the purpose of releasing such Guarantor from its Guarantee. The Lenders hereby authorize the Administrative Agent, the Collateral Agent and the Collateral Trustee, as applicable, and the Administrative Agent and the Collateral Agent agree to (and agree to instruct the Collateral Trustee to), execute and deliver any instruments, documents, and agreements necessary or desirable or reasonably requested by the Borrower to evidence and confirm the release of any Guarantor or Collateral pursuant to the foregoing provisions of this paragraph, all without the further consent or joinder of any Lender.

Notwithstanding anything herein to the contrary, the Credit Documents may be amended to (i) add syndication or documentation agents and make customary changes and references related thereto and (ii) if applicable, add or modify "parallel debt" language in any jurisdiction in favor of the Collateral Agent or Collateral Trustee or add Collateral Agents, in each case under clauses (i) and (ii), with the consent of only the Borrower and the Administrative Agent, and in the case of clause (ii), the Collateral Agent.

Notwithstanding anything in this Agreement (including, without limitation, this Section 13.1) or any other Credit Document to the contrary, (i) this Agreement and the other Credit Documents may be amended to effect an incremental facility, refinancing facility or extension facility pursuant to Section 2.14 (and the Administrative Agent and the Borrower may

effect (and instruct the Collateral Representative to effect) such amendments to this Agreement and the other Credit Documents without the consent of any other party as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the terms of any such incremental facility, refinancing facility or extension facility); (ii) no Lender consent is required to effect any amendment or supplement to the Collateral Trust Agreement (and the Administrative Agent shall instruct the Collateral Representative to effect such amendment or supplement) or other intercreditor agreement permitted under this Agreement that is for the purpose of adding the holders of any Indebtedness as expressly contemplated by the terms of the Collateral Trust Agreement or such other intercreditor agreement permitted under this Agreement, as applicable (it being understood that any such amendment or supplement may make such other changes to the Collateral Trust Agreement or applicable intercreditor agreement as, in the good faith determination of the Administrative Agent in consultation with the Borrower, are required to effectuate the foregoing; provided that such other changes are not adverse, in any material respect, to the interests of the Lenders taken as a whole); provided, further, that no such agreement shall amend, modify or otherwise directly and adversely affect the rights or duties of the Administrative Agent hereunder or under any other Credit Document without the prior written consent of the Administrative Agent; (iii) any provision of this Agreement or any other Credit Document (including, for the avoidance of doubt, any exhibit, schedule or other attachment to any Credit Document) may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent (or, if applicable, the Collateral Representative, at the direction of the Administrative Agent) to (x) cure any ambiguity, omission, mistake, defect or inconsistency (as reasonably determined by the Administrative Agent and the Borrower) and (y) effect administrative changes of a technical or immaterial nature (as reasonably determined by the Administrative Agent and the Borrower); (iv) guarantees, collateral documents and related documents executed by the Credit Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with any other Credit Document, entered into, amended, supplemented or waived, without the consent of any other Person, by the applicable Credit Party or Credit Parties and the Administrative Agent or the Collateral Agent (at the direction of the Administrative Agent) in its or their respective sole discretion if applicable (or the Collateral Representative, at the direction of the Administrative Agent), (A) to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Bank Parties, (B) as required by local law or advice of counsel to give effect to, or protect any security interest for the benefit of the Secured Bank Parties, in any property or so that the security interests therein comply with applicable requirements of law, (C) to cure ambiguities, omissions, mistakes or defects (as reasonably determined by the Administrative Agent and the Borrower) or to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Credit Documents or (D) to provide for the termination of the Collateral Trust Agreement and related arrangements (including the continuation of the Liens securing the Obligations); (v) the Credit Parties, the Collateral Agent and Collateral Representative, without the consent of any other Secured Bank Party, shall be permitted to enter into amendments and/or supplements to the Collateral Trust Agreement and any Security Documents in order to (i) include customary provisions permitting the Collateral Representative to appoint sub-collateral agents or representatives to act with respect to Collateral matters thereunder in its stead

(including the Collateral Agent and sub-collateral agent with control over the Term C Collateral Accounts pursuant to the applicable account control agreements) and (ii) expand the indemnification provisions contained therein to provide that holders of Additional First Lien Debt (as defined in the Collateral Trust Agreement) indemnify the Collateral Agent, in its capacity as Controlling First Lien Representative (as defined in the Collateral Trust Agreement) and/or the Collateral Trustee, on a pro rata basis with the Lenders; and (vi) this Agreement and the other Credit Documents may be amended by the Administrative Agent as set forth in Section 2.10(f) (including to implement any Benchmark Replacement Conforming Changes) without the consent of any other Person.

Notwithstanding anything in this Agreement or any Security Document to the contrary, the Administrative Agent may, in its sole discretion, grant extensions of time (and direct the Collateral Representative to grant such extensions) for the satisfaction of any of the requirements under Sections 9.11, 9.12 and 9.14 or any Security Documents in respect of any particular Collateral or any particular Subsidiary if it determines that the satisfaction thereof with respect to such Collateral or such Subsidiary cannot be accomplished without undue expense or unreasonable effort or due to factors beyond the control of the Borrower and the Restricted Subsidiaries by the time or times at which it would otherwise be required to be satisfied under this Agreement or any Security Document.

13.2. Notices. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Credit Document shall be in writing (including by facsimile or other electronic transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(a) if to the Borrower, the Administrative Agent, the Collateral Agent, a Revolving L/C Issuer or a Term L/C Issuer, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 13.2 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(b) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the Borrower, the Administrative Agent, the Collateral Agent, the Revolving L/C Issuer and any Term L/C Issuer.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, three Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail, when delivered; provided that notices and other communications to the Administrative Agent or the Lenders pursuant to Sections 2.3, 2.6, 2.9, 4.2 and 5.1 shall not be effective until received.

13.3. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent, the Collateral Agent, the Collateral Trustee or any Lender, any right, remedy, power or privilege hereunder or under the other Credit Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

13.4. Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Credit Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans hereunder.

13.5. Payment of Expenses; Indemnification. The Borrower agrees, within thirty (30) days after written demand therefor (including documentation reasonably supporting such request), or, in the case of expenses of the type described in clause (a) below incurred prior to the Closing Date, on the Closing Date, (a) to pay or reimburse the Agents and the Joint Lead Arrangers and their permitted successors and assigns for all their reasonable documented and invoiced out-of-pocket costs and expenses incurred (i) in connection with the syndication, preparation, execution, delivery, negotiation and administration of this Agreement and the other Credit Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable and documented fees, disbursements and other charges of Cahill Gordon & Reindel LLP, and (ii) upon the occurrence and during the continuation of an Event of Default, in connection with the enforcement or preservation of any rights under this Agreement, the other Credit Documents and any such other documents, including the reasonable documented and invoiced out-of-pocket fees, disbursements and other charges of Advisors (limited, in the case of Advisors, as set forth in the definition thereof), (b) to pay, indemnify, and hold harmless each Lender, the L/C Issuers and each Agent from, any and all recording and filing fees and (c) to pay, indemnify, and hold harmless each Lender, the L/C Issuers and each Agent and their respective Affiliates, directors, officers, partners, employees and agents (other than, in each case, Excluded Affiliates) from and against any and all other liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including reasonable and documented out-of-pocket fees, disbursements and other charges of Advisors related to the Transactions or, with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Credit Documents and any such other documents, including, any of the foregoing relating to the violation of, noncompliance with or liability under, any Environmental Law (other than by such indemnified person or any of its Related Parties (other than trustees and advisors)) or to any actual or alleged presence, release or threatened release into the environment of Hazardous Materials attributable to the operations of the Borrower, any of the Borrower's Subsidiaries or any of the Real Estate (all the foregoing in this clause (c), collectively, the "**indemnified liabilities**") **(SUBJECT TO THE PROVISO BELOW, WHETHER OR NOT CAUSED BY OR ARISING IN WHOLE OR IN PART, OUT OF THE COMPARATIVE,**

CONTRIBUTORY OR SOLE ORDINARY NEGLIGENCE OF THE INDEMNIFIED PERSON); provided that neither the Borrower nor any other Credit Party shall have any obligation hereunder to any Agent, any L/C Issuer or any Lender or any of their respective Related Parties with respect to indemnified liabilities to the extent they result from (A) the gross negligence, bad faith or willful misconduct of such indemnified Person or any of its Related Parties as determined by a final non-appealable judgment of a court of competent jurisdiction, (B) a material breach of the obligations of such indemnified Person or any of its Related Parties under the Credit Documents as determined by a final non-appealable judgment of a court of competent jurisdiction, (C) disputes not involving an act or omission of the Borrower or any other Credit Party and that is brought by an indemnified Person against any other indemnified Person, other than any claims against any indemnified Person in its capacity or in fulfilling its role as an Agent or any similar role under the Credit Facilities, (D) such indemnified Person's capacity as a financial advisor of the Borrower or its Subsidiaries in connection with the Transactions, (E) such indemnified Person's capacity as a co-investor in any potential acquisition of the Borrower or its Subsidiaries or (F) any settlement effected without the Borrower's prior written consent, but if settled with the Borrower's prior written consent (not to be unreasonably withheld, delayed, conditioned or denied) or if there is a final non-appealable judgment against an indemnified Person in any such proceeding, the Borrower will indemnify and hold harmless such indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with this Section 13.5. All amounts payable under this Section 13.5 shall be paid within 30 days of receipt by the Borrower of an invoice relating thereto setting forth such expense in reasonable detail. The agreements in this Section 13.5 shall survive repayment of the Loans and all other amounts payable hereunder.

No Credit Party nor any indemnified Person or their respective Affiliates or the respective directors, officers, employees, advisors and agents of the foregoing shall have any liability for any special, punitive, indirect or consequential damages resulting from this Agreement or any other Credit Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date) (except, in the case of the Borrower's obligation hereunder to indemnify and hold harmless the indemnified Person, to the extent any indemnified Person is found liable for special, punitive, indirect or consequential damages to a third party). No Credit Party nor any indemnified Person or their respective Affiliates or the respective directors, officers, employees, advisors and agents of the foregoing shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby, except to the extent that such damages have resulted from the willful misconduct, bad faith or gross negligence of any indemnified Person or any of its Related Parties (as determined by a final non-appealable judgment of a court of competent jurisdiction). This Section 13.5 shall not apply to Taxes.

Each indemnified Person, by its acceptance of the benefits of this Section 13.5, agrees to refund and return any and all amounts paid by the Borrower (or on its behalf) to it if, pursuant to limitations on indemnification set forth in this Section 13.5, such indemnified Person was not entitled to receipt of such amounts.

13.6. Successors and Assigns; Participations and Assignments.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of a L/C Issuer that issues any Letter of Credit), except that (i) except as expressly permitted by Section 10.3, the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 13.6. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of a L/C Issuer that issues any Letter of Credit), Participants (to the extent provided in clause (c) of this Section 13.6), to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Collateral Agent, the L/C Issuers and the Lenders and each other Person entitled to indemnification under Section 12.7) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in clause (b)(ii) and (h) below, any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments (including any Existing Revolving Commitments or Extended Revolving Commitments) and the Loans (including participations in Revolving L/C Obligations) at the time owing to it) with the prior written consent (such consent not be unreasonably withheld or delayed, provided, that, if the Borrower shall have received a request for such consent and has not responded for a period of 15 Business Days, such consent shall be deemed to have been provided; it being understood that, without limitation, the Borrower shall have the right to withhold or delay its consent to any assignment if in order for such assignment to comply with Applicable Law, the Borrower would be required to obtain the consent of, or make any filing or registration with, any Governmental Authority) of:

(A) the Borrower; provided that no consent of the Borrower shall be required for an assignment (1) to a Lender (limited in the case of any assignment of Revolving Commitments and Revolving Loans, to a Revolving Lender) or an Affiliate of a Lender (limited in the case of any assignment of Revolving Commitments and Revolving Loans, to an affiliate of a Revolving Lender) or an Approved Fund (other than in respect of an assignment of a Revolving Commitment and Revolving Loans), (2) if a Specified Default has occurred and is continuing with respect to the Borrower, to any other assignee or (3) such assignment is between Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC; and

(B) the Administrative Agent, and in the case of Revolving Commitments or Revolving Loans, each Revolving L/C Issuer; provided that no consent of the Administrative Agent shall be required for any assignment of (a) any Term B Loan or Term C Loan to a Lender, an Affiliate of a Lender, an Approved Fund, the Borrower, a

Restricted Subsidiary of the Borrower or an Affiliated Parent Company otherwise in accordance with clause (b) below or (b) a Revolving Commitment and Revolving Loans to a Revolving Lender or an Affiliate of a Revolving Lender.

Notwithstanding the foregoing, no such assignment shall be made to (x) a natural person or (y) a Disqualified Institution, and any attempted assignment to a Disqualified Institution after the applicable Person became a Disqualified Institution shall be null and void. For the avoidance of doubt, (i) the Administrative Agent shall have no obligation with respect to, and shall bear no responsibility or liability for, the monitoring or enforcing of the list of Persons who are Disqualified Institutions (or any provisions relating thereto) at any time and (ii) the Administrative Agent may share a list of Persons who are Disqualified Institutions with any Lender upon request.

(ii) Assignments shall be subject to the following additional conditions:

(A) except (i) in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, (ii) an assignment to a Federal Reserve Bank or (iii) in connection with the initial syndication of the Commitments or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent), shall not be less than, (x) in the case of Revolving Loans and Revolving Commitments, $5,000,000 and (y) in the case of Term B Loans and Term C Loans, $1,000,000, unless each of the Borrower and the Administrative Agent otherwise consents (which consents shall not be unreasonably withheld or delayed); provided that no such consent of the Borrower shall be required if a Specified Default has occurred and is continuing with respect to the Borrower; provided, further, that contemporaneous assignments to a single assignee made by Affiliates of Lenders and related Approved Funds shall be aggregated for purposes of meeting the minimum assignment amount requirements stated above;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee in the amount of $3,500; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in a form approved by the Administrative Agent (the "**Administrative Questionnaire**").

(iii) Subject to acceptance and recording thereof pursuant to clause (b)(iv) of this Section 13.6, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.10, 2.11, 3.5, 5.4 and 13.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 13.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (c) of this Section 13.6 (other than attempted assignments or transfers to Disqualified Institutions, which shall be null and void as provided above).

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount (and stated interest) of the Loans and any payment made by any L/C Issuer under any Letter of Credit owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). Further, each Register shall contain the name and address of the Administrative Agent and the lending office through which each such Person acts under this Agreement. The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Collateral Agent, the L/C Issuers and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Collateral Agent, the L/C Issuers and any Lender, at any reasonable time and from time to time upon reasonable prior notice; provided, that no Lender shall, in such capacity, have access to, or be otherwise permitted to review any information in the Register other than information with respect to such Lender.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in clause (b) of this Section 13.6 (unless waived) and any written consent to such assignment required by clause (b) of this Section 13.6, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register.

(c) (i) Any Lender may, without the consent of the Borrower, the Administrative Agent or any L/C Issuer, sell participations to one or more banks or other entities that are not Disqualified Institutions (each, a "**Participant**") (and any such attempted sales to Disqualified Institutions after such Person became a Disqualified Institution shall be null and void) in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments (including any Existing Revolving Commitments or Extended Revolving Commitments) and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (C) the Borrower, the Administrative Agent, the L/C Issuers 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. For the avoidance of doubt, the Administrative Agent shall have no obligation with respect to, and shall bear no responsibility or liability for, the monitoring or enforcing of the list of Disqualified Institutions Lenders with respect to the sales of participations at any time. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Credit Document; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any consent, amendment, modification, supplement or waiver described in clauses (i) or (vii) of the second proviso of the first paragraph of Section 13.1 that directly and adversely affects such Participant. Subject to clause (c)(ii) of this Section 13.6, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.10, 2.11 and 5.4 (it being understood that the documentation required under Section 5.4 shall be delivered to the participating Lender) to the same extent as if it were a Lender, and provided that such Participant agrees to be subject to the requirements of those Sections as though it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section 13.6. To the extent permitted by Applicable Law, each Participant also shall be entitled to the benefits of Section 13.8(b) as though it were a Lender; provided such Participant shall be subject to Section 13.8(a) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.10, 2.11, or 5.4 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent (which consent shall not be unreasonably withheld or delayed).

(iii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans (or other rights or obligations) held by it (the "**Participant Register**"). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. No Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's

interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or Section 1.163-5(b) of the United States Proposed Treasury Regulations (or any amended or successor version). This Section is intended such that the Loans are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code.

(d) Any Lender may, without the consent of the Borrower or the Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 13.6 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. In order to facilitate such pledge or assignment or for any other reason, the Borrower hereby agrees that, promptly following the reasonable request of any Lender at any time and from time to time after the Borrower has made its initial borrowing hereunder, the Borrower shall provide to such Lender, at the Borrower's own expense, a promissory note, substantially in the form of Exhibit K-1, K-2, or K-3, evidencing the Revolving Loans, Term B Loans and Term C Loans, respectively, owing to such Lender.

(e) Subject to Section 13.16, the Borrower authorizes each Lender to disclose (other than to any Disqualified Institutions) to any Participant, secured creditor of such Lender or assignee (each, a "**Transferee**"), any prospective Transferee and any prospective direct or indirect contractual counterparties to any swap or derivative transactions to be entered into in connection with or relating to Loans made hereunder any and all financial information in such Lender's possession concerning the Borrower and its Affiliates that has been delivered to such Lender by or on behalf of the Borrower and its Affiliates pursuant to this Agreement or that has been delivered to such Lender by or on behalf of the Borrower and its Affiliates in connection with such Lender's credit evaluation of the Borrower and its Affiliates prior to becoming a party to this Agreement.

(f) The words "execution," "signed," "signature," and words of like import in any Assignment and Acceptance shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(g) SPV Lender. Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (a "**SPV**"), identified as such in writing from time to time by the Granting Lender to the Administrative

Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make the Borrower pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPV to make any Loan and (ii) if an SPV elects not to exercise such option or otherwise fails to provide 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 SPV 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 no SPV shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). 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 indebtedness of any SPV, it shall not institute against, or join any other person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 13.6, any SPV may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the Borrower and Administrative Agent) providing liquidity and/or credit support to or for the account of such SPV to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPV. This Section 13.6(g) may not be amended without the written consent of the SPV. Notwithstanding anything to the contrary in this Agreement, (x) no SPV shall be entitled to any greater rights under Sections 2.10, 2.11, and 5.4 than its Granting Lender would have been entitled to absent the use of such SPV and (y) each SPV agrees to be subject to the requirements of Sections 2.10, 2.11, and 5.4 (it being understood that the documentation required under Section 5.4 shall be delivered to the Granting Lender) as though it were a Lender and has acquired its interest by assignment pursuant to clause (b) of this Section 13.6.

(h) (x) Any Lender may, at any time, assign all or a portion of its rights and obligations under this Agreement in respect of its Term B Loans and Term C Loans to any Affiliated Parent Company, the Borrower or any Subsidiary thereof and (y) any Affiliated Parent Company, the Borrower and any Subsidiary may, from time to time, purchase or prepay Term B Loans and Term C Loans, in each case, on a non *pro rata* basis through (1) Dutch auction procedures open to all applicable Lenders on a *pro rata* basis in accordance with customary procedures to be mutually agreed between the Borrower and the Auction Agent or (2) open market purchases; provided that:

(i) any Loans or Commitments acquired by the Borrower or any Restricted Subsidiary shall be retired and cancelled promptly upon acquisition thereof;

(ii) no assignment of Term B Loans or Term C Loans to the Borrower or any Restricted Subsidiary (x) may be purchased with the proceeds of any Revolving Loans or (y) may occur while an Event of Default has occurred and is continuing hereunder;

(iii) in connection with each assignment pursuant to this Section 13.6(h), none of any Affiliated Parent Company, the Borrower or any Subsidiary purchasing any Lender's Term B Loans or Term C Loans shall be required to make a representation that it is not in possession of MNPI with respect to the Borrower and its Subsidiaries or their respective securities, and all parties to such transaction may render customary "big boy" letters to each other (or to the Auction Agent, if applicable);

(iv) (A) the aggregate outstanding principal amount of the Term B Loans or Term C Loans of the applicable Class shall be deemed reduced by the full par value of the aggregate principal amount of such Term B Loans or Term C Loans acquired by, or contributed to, any Affiliated Parent Company, the Borrower or such Subsidiary and (B) any scheduled principal repayment installments with respect to the Term B Loans or Term C Loans of such Class occurring pursuant to Sections 2.5(b) and (c), as applicable, prior to the final maturity date for Term B Loans or Term C Loans of such Class, shall be reduced *pro rata* by the par value of the aggregate principal amount of Term B Loans so purchased or contributed (and subsequently cancelled and retired), with such reduction being applied solely to the remaining Term B Loans or Term C Loans of the Lenders which sold or contributed such Term B Loans or Term C Loans;

(v) no Affiliated Lender shall have any right to (x) attend or participate in (including, in each case, by telephone) any meeting (including "Lender only" meetings) or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of the Borrower are not then present or invited thereto, (y) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and one or more Lenders or any other material which is "Lender only", except to the extent such information or materials have been made available to the Borrower or its representatives (and in any case, other than the right to receive notices of prepayments and other administrative notices in respect of its Loans required to be delivered to Lenders pursuant to Section 2) or receive any advice of counsel to the Administrative Agent or (z) make any challenge to the Administrative Agent's or any other Lender's attorney-client privilege on the basis of its status as a Lender;

(vi) except with respect to any amendment, modification, waiver, consent or other action (a) that pursuant to Section 13.1 requires the consent of all Lenders, all Lenders directly and adversely affected or specifically such Lender, (b) that alters the applicable Affiliated Lender's *pro rata* share of any payments given to all Lenders, or (c) affects the applicable Affiliated Lender (in its capacity as a Lender) in a manner that is disproportionate to the effect on any Lender in the same Class, the Loans held by the applicable Affiliated Lender shall be disregarded in both the numerator and denominator in the calculation of any Lender vote (and, in the case of a plan of reorganization that does not affect the applicable Affiliated Lender in a manner that is adverse to such Affiliated Lender relative to other Lenders, such Affiliated

Lender shall be deemed to have voted its interest in the Term B Loans and Term C Loans in the same proportion as the other Lenders in the same Class) (and shall be deemed to have been voted in the same percentage as all other applicable Lenders voted if necessary to give legal effect to this paragraph) (but, in any event, in connection with any amendment, modification, waiver, consent or other action, shall be entitled to any consent fee, calculated as if all of the applicable Affiliated Lender's Term B Loans and Term C Loans had voted in favor of any matter for which a consent fee or similar payment is offered); and

(vii) no such acquisition by an Affiliated Lender shall be permitted if, after giving effect to such acquisition, the aggregate principal amount of Term B Loans or Term C Loans of any Class held by Affiliated Lenders would exceed 25% of the aggregate principal amount of all Term B Loans or Term C Loans, as applicable, of such Class outstanding at the time of such purchase; provided that to the extent any assignment to an Affiliated Lender would result in the aggregate principal amount of the applicable Loans held by Affiliated Lenders exceeding such 25% threshold at the time of such purchase, the purchase of such excess amount will be void *ab* initio.

Each Lender that sells its Term B Loans or Term C Loans pursuant to this Section 13.6 acknowledges and agrees that (i) the Borrower and its Subsidiaries may come into possession of additional information regarding the Loans or the Credit Parties at any time after a repurchase has been consummated pursuant to an auction or open market purchase hereunder that was not known to such Lender at the time such repurchase was consummated and may be information that would have been material to such Lender's decision to enter into an assignment of such Term B Loans or Term C Loans hereunder ("**Excluded Information**"), (ii) such Lender will independently make its own analysis and determination to enter into an assignment of its Loans and to consummate the transactions contemplated by an auction notwithstanding such Lender's lack of knowledge of Excluded Information and (iii) none of the direct or indirect equityholders of the Borrower or any of its respective Affiliates, or any other Person, shall have any liability to such Lender with respect to the nondisclosure of the Excluded Information.

13.7. Replacements of Lenders under Certain Circumstances.

(a) The Borrower shall be permitted to (x) to replace any Lender with a replacement bank or other financial institution or (y) terminate the Commitment of such Lender or L/C Issuer, as the case may be, and (1) in the case of a Lender (other than a L/C Issuer), repay all Obligations of the Borrower due and owing to such Lender relating to the Loans and participations held by such Lender as of such termination date and (2) in the case of a L/C Issuer only, repay all Obligations of the Borrower owing to such L/C Issuer relating to the Loans and participations held by the L/C Issuer as of such termination date and cancel or Cash Collateralize any Letters of Credit issued by it, in each case, that (a) requests reimbursement for amounts owing pursuant to Section 2.10, 3.5 or 5.4, (b) is affected in the manner described in Section 2.10(a)(iii) and as a result thereof any of the actions described in such Section is required to be taken, (c) becomes a Defaulting Lender or (d) refuses to make an Extension Election pursuant to Section 2.15; provided that, solely in the case of the foregoing clause (x), (i) no Specified Default shall have occurred and be continuing at the time of such replacement, (ii) the Borrower shall

repay (or the replacement bank or institution shall purchase, at par) all Loans and other amounts (other than any disputed amounts), pursuant to Section 2.10, 2.11, 3.5 or 5.4, as the case may be) owing to such replaced Lender prior to the date of replacement, (iii) the replacement bank or institution, if not already a Lender, and the terms and conditions of such replacement, shall be reasonably satisfactory to the Administrative Agent (solely to the extent such consent would be required under Section 13.6), (iv) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 13.6 (provided that the Borrower shall be obligated to pay the registration and processing fee referred to therein unless otherwise agreed) and (v) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

(b) If any Lender (such Lender, a "**Non-Consenting Lender**") has failed to consent to a proposed amendment, modification, supplement, waiver, discharge or termination that pursuant to the terms of Section 13.1 requires the consent of either (i) all of the Lenders of the applicable Class or Classes directly and adversely affected or (ii) all of the Lenders of the applicable Class or Classes, and, in each case, with respect to which the Required Lenders (or Required Revolving Lenders, Required Term B Lenders or Lenders holding the majority of outstanding loans or commitments in respect of the applicable Class or Classes, as applicable) or a majority (in principal amount) of the directly and adversely affected Lenders shall, in each such case, have granted their consent, then provided no Event of Default then exists, the Borrower shall have the right (unless such Non-Consenting Lender grants such consent) to (x) replace such Non-Consenting Lender by requiring such Non-Consenting Lender to assign its Loans and its Commitments hereunder (in respect of any applicable Class only, at the election of the Borrower) to one or more assignees reasonably acceptable to the Administrative Agent (to the extent such consent would be required under Section 13.6) or (y) terminate the Commitment of such Lender or L/C Issuer, as the case may be, and (1) in the case of a Lender (other than the L/C Issuer), repay all Obligations of the Borrower due and owing to such Lender relating to the Loans and participations held by such Lender as of such termination date and (2) in the case of the L/C Issuer only, repay all Obligations of the Borrower owing to such L/C Issuer relating to the Loans and participations held by the L/C Issuer as of such termination date and cancel or Cash Collateralize any Letters of Credit issued by it; provided that: (a) all Obligations of the Borrower owing to such Non-Consenting Lender being replaced shall be paid in full to such Non-Consenting Lender concurrently with such assignment, and (b) the replacement Lender shall purchase the foregoing by paying to such Non-Consenting Lender a price equal to the principal amount thereof plus accrued and unpaid interest thereon. In connection with any such assignment, the Borrower, Administrative Agent, such Non-Consenting Lender and the replacement Lender shall otherwise comply with Section 13.6; provided, however, that if such Non-Consenting Lender does not execute and deliver to the Administrative Agent a duly completed Assignment and Acceptance reflecting such assignment, then (i) the failure of such Non-Consenting Lender to execute an Assignment and Acceptance shall not render such assignment invalid and such assignment shall be deemed effective upon satisfaction of the other applicable conditions of Section 13.6 and this Section 13.7(b) and (ii) the Administrative Agent shall be entitled (but not obligated) to execute and deliver such Assignment and Acceptance on behalf of such Non-Consenting Lender and may record such assignment in the Register. Each Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled

with an interest) as such Lender's attorney-in-fact, with full authority in the place and stead of such Lender and in the name of such Lender, to take any action and to execute any Assignment and Acceptance or other instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this Section 13.7(b).

(c) If any assignment or participation under Section 13.6 is made to any Disqualified Institution without the Borrower's prior written consent, such assignment or participation shall be void. Nothing in this Section 13.7(c) shall be deemed to prejudice any right or remedy that the Borrower may otherwise have at law or at equity.

13.8. Adjustments; Set-off.

(a) Except as contemplated in Section 13.6 or elsewhere herein or in any other Credit Document, if any Lender (a "**Benefited Lender**") shall at any time receive any payment of all or part of its Loans, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 11.5, or otherwise), in a greater proportion than any such payment to or Collateral received by any other Lender, if any, in respect of such other Lender's Loans, or interest thereon, such Benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Loan, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) After the occurrence and during the continuance of an Event of Default, in addition to any rights and remedies of the Lenders provided by Applicable Law, each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by Applicable Law but with the prior written consent of the Administrative Agent, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final) (other than payroll, trust, tax, fiduciary, employee health and benefits, pension, 401(k) and petty cash accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set-off and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such set-off and application.

13.9. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall

be lodged with the Borrower and the Administrative Agent. This Agreement, any Credit Document and each Communication, including Communications required to be in writing, may be in the form of an Electronic Record (as defined below) and may be executed using Electronic Signatures (as defined below). Each of the Credit Parties and each of the Secured Parties agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on such Person to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature will constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Secured Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is not under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Credit Party and/or any Secured Party without further verification and (ii) upon the request of the Administrative Agent or any Secured Party, any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

13.10. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating 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.

13.11. INTEGRATION. THIS WRITTEN AGREEMENT AND THE OTHER CREDIT DOCUMENTS REPRESENT THE FINAL AGREEMENT OF PARENT, THE BORROWER, THE COLLATERAL AGENT, THE ADMINISTRATIVE AGENT, THE L/C ISSUERS AND THE LENDERS WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND (1) THERE ARE NO PROMISES, UNDERTAKINGS, REPRESENTATIONS OR WARRANTIES BY THE BORROWER, THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, THE L/C ISSUERS OR ANY LENDER RELATIVE TO SUBJECT MATTER HEREOF NOT

EXPRESSLY SET FORTH OR REFERRED TO HEREIN OR IN THE OTHER CREDIT DOCUMENTS, (2) THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES AND (3) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES; PROVIDED THAT THE SYNDICATION PROVISIONS AND THE BORROWER'S CONFIDENTIALITY OBLIGATIONS IN THE ENGAGEMENT AND COMMITMENT LETTER SHALL REMAIN IN FULL FORCE AND EFFECT. IT IS SPECIFICALLY AGREED THAT THE PROVISION OF THE CREDIT FACILITIES HEREUNDER BY THE LENDERS SUPERSEDES AND IS IN SATISFACTION OF THE OBLIGATIONS OF THE AGENTS (AS DEFINED IN THE ENGAGEMENT AND COMMITMENT LETTER) TO PROVIDE THE COMMITMENTS SET FORTH IN THE ENGAGEMENT AND COMMITMENT LETTER.

13.12. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WHETHER IN TORT, CONTRACT OR OTHERWISE AND WHETHER AT LAW OR IN EQUITY).

13.13. Submission to Jurisdiction; Waivers. Each party hereto irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Credit Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, in each case, in the City of New York, Borough of Manhattan and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address set forth on Schedule 13.2 at such other address of which the Administrative Agent shall have been notified pursuant to Section 13.2;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction;

(e) subject to the last paragraph of Section 13.5, waives, to the maximum extent not prohibited by Applicable Law, any right it may have to claim or recover in any legal

action or proceeding referred to in this Section 13.13 any special, exemplary, punitive or consequential damages; and

(f) agrees that a final judgment in any 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 Applicable Law.

13.14. Acknowledgments. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Credit Documents;

(b) (i) the credit facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Credit Document) are an arm's-length commercial transaction between the Borrower, on the one hand, and the Administrative Agent, the L/C Issuer, the Lenders, the Joint Lead Arrangers and the other Agents on the other hand, and the Borrower and the other Credit Parties are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated hereby and by the other Credit Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each of the Administrative Agent, the Joint Lead Arrangers and the other Agents, is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary for any of the Borrower, any other Credit Parties or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) neither the Administrative Agent nor any other Agent has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrower or any other Credit Party with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Credit Document (irrespective of whether the Administrative Agent or any other Agent has advised or is currently advising the Borrower, the other Credit Parties or their respective Affiliates on other matters) and neither the Administrative Agent or other Agent has any obligation to the Borrower, the other Credit Parties or their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Credit Documents; (iv) the Administrative Agent, each other Agent and each Affiliate of the foregoing may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent nor any other Agent has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) neither the Administrative Agent nor any other Agent has provided and none will provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Credit Document) and the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. The Borrower agrees not to claim that the Administrative Agent or any other Agent has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower or

any other Affiliates, in connection with the transactions contemplated hereby or the process leading hereto.

(c) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or the Borrower, on the one hand, and any Lender, on the other hand.

13.15. WAIVERS OF JURY TRIAL. THE BORROWER, EACH AGENT AND EACH LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

13.16. Confidentiality. The Administrative Agent, each L/C Issuer, each other Agent and each Lender shall hold all non-public information furnished by or on behalf of the Borrower or any Subsidiary of the Borrower in connection with such Lender's evaluation of whether to become a Lender hereunder or obtained by such Lender, the Administrative Agent, L/C Issuer or such other Agent pursuant to the requirements of this Agreement or in connection with any amendment, supplement, modification or waiver or proposed amendment, supplement, modification or waiver hereto (including any Extension Amendment) or the other Credit Documents ("**Confidential Information**"), confidential; provided that the Administrative Agent, each L/C Issuer, each other Agent and each Lender may make disclosure (a) as required by the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by Applicable Law, regulation or compulsory legal process (in which case such Lender, the Administrative Agent, L/C Issuer or such other Agent shall use commercially reasonable efforts to inform the Borrower promptly thereof to the extent lawfully permitted to do so (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority)), (b) to such Lender's or the Administrative Agent's or such L/C Issuer's or such other Agent's attorneys, professional advisors, independent auditors, trustees or Affiliates involved in the Transactions (other than Excluded Affiliates) on a "need to know" basis and who are made aware of and agree to comply with the provisions of this Section 13.16, in each case on a confidential basis (with such Lender, the Administrative Agent, L/C Issuer or such other Agent responsible for such persons' compliance with this Section 13.16), (c) to any bona fide investor or prospective bona investor in a Securitization that agrees its access to information regarding the Credit Parties, the Loans and the Credit Documents is solely for purposes of evaluating an investment in a Securitization and who agrees to treat such information as confidential in accordance with this Section 13.16, (d) on a confidential basis to any bona fide prospective Lender, prospective participant, swap counterparty or other counterparty party to another transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder (in each case, other than a Disqualified Institution or a Person who the Borrower has affirmatively denied assignment thereto in accordance with Section 13.6), (e) to the extent requested by any bank regulatory authority having jurisdiction over a Lender or its Affiliates (including in any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory

authority exercising examination or regulatory authority), (f) to a trustee, collateral manager, servicer, backup servicer, noteholder or secured party in connection with the administration, servicing and reporting on the assets serving as collateral for a Securitization and who agrees to treat such information as confidential, (g) to a nationally recognized ratings agency that requires access to information regarding the Credit Parties, the Loans and Credit Documents in connection with ratings issued with respect to a Securitization, (h) to any other party hereto, (i) in connection with the exercise of any remedies hereunder or under any other Credit Document or any action or proceeding relating to this Agreement or any other Credit Document or the enforcement of rights hereunder or thereunder, (j) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Revolving Credit Facility, (k) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 13.16, or (y) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective branches or Affiliates on a nonconfidential basis from a source other than the Borrower who did not acquire such information as a result of a breach of this Section 13.16, (l) to the extent required by a potential or actual insurer or reinsurer in connection with providing insurance, reinsurance or credit risk mitigation coverage under which payments are to be made or may be made by reference to this Agreement or (m) as consented by the Borrower in writing. In addition, the Administrative Agent, the L/C Issuers and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent or any L/C Issuer or Lender in connection with the administration of this Agreement, the other Credit Documents and the Commitments. In addition, the Administrative Agent, each L/C Issuer, each other Agent and each Lender may disclose the existence of and information about this Agreement as part of a "case study" incorporated into promotional materials. Each Lender, the Administrative Agent, each other L/C Issuer and each other Agent agrees that it will not provide to prospective Transferees or to any pledgee referred to in Section 13.6 or to prospective direct, indirect contractual counterparties or other counterparty to any swap, derivative transactions or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder any of the Confidential Information unless such Person is advised of and agrees to be bound by the provisions of this Section 13.16 or confidentiality provisions at least as restrictive as those set forth in this Section 13.16.

13.17. Direct Website Communications.

(a) The Borrower may, at its option, provide to the Administrative Agent any information, documents and other materials that they are obligated to furnish to the Administrative Agent pursuant to the Credit Documents, including, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (A) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit (including any election of an interest rate or Interest Period relating thereto), (B) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (C) provides notice of any Default or Event of Default under this Agreement, or (D) 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 reasonably acceptable to the Administrative Agent at the electronic mail address specified for the Administrative Agent in Schedule 13.2 (or such other electronic mail address provided by the Administrative Agent); provided that: (i) upon written request by the Administrative Agent or the Borrower shall deliver paper copies of such documents to the Administrative Agent for further distribution to each Lender until a written request to cease delivering paper copies is given by the Administrative Agent and (ii) the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents. Nothing in this Section 13.17 shall prejudice the right of the Borrower, the Administrative Agent, any other Agent or any Lender to give any notice or other communication pursuant to any Credit Document in any other manner specified in such Credit Document.

(b) 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 Credit Documents. Each Lender agrees 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 Credit Documents. Each Lender agrees (A) 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 (B) that the foregoing notice may be sent to such e-mail address.

(c) The Borrower further agrees that the Agents and the Joint Lead Arrangers may make the Communications available to the Lenders by posting the Communications on Intralinks or a substantially similar electronic transmission system (the "**Platform**"), so long as the access to such Platform is limited (i) to the Agents, the Joint Lead Arrangers, the L/C Issuers, the Lenders or any bona fide potential Transferee and (ii) remains subject the confidentiality requirements set forth in Section 13.16.

(d) 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 IN OR OMISSIONS FROM THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING 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 ANY AGENT PARTY IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. In no event shall any Agent or their Related Parties (collectively, the " **Agent Parties**" and each an "**Agent Party**") have any liability to the

Borrower, any Lender, any L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or any Agent's transmission of Communications through the internet, except to the extent the liability of any Agent Party resulted from such Agent Party's (or any of its Related Parties' (other than trustees or advisors)) gross negligence, bad faith or willful misconduct or material breach of the Credit Documents (as determined in a final non-appealable judgment of a court of competent jurisdiction).

(e) The Borrower and each Lender acknowledge that certain of the Lenders may be "public-side" Lenders (Lenders that do not wish to receive material non-public information with respect to the Borrower, the Subsidiaries of the Borrower or their securities) and, if documents or notices required to be delivered pursuant to the Credit Documents or otherwise are being distributed through the Platform, any document or notice that the Borrower has indicated contains only publicly available information with respect to the Borrower and the Subsidiaries of the Borrower and their securities may be posted on that portion of the Platform designated for such public-side Lenders. If the Borrower has not indicated whether a document or notice delivered contains only publicly available information, the Administrative Agent shall post such document or notice solely on that portion of the Platform designated for Lenders who wish to receive material nonpublic information with respect to the Borrower, the Subsidiaries of the Borrower and their securities. Notwithstanding the foregoing, the Borrower shall use commercially reasonable efforts to indicate whether any document or notice contains only publicly available information.

13.18. USA PATRIOT Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Patriot Act**") and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies each Credit Party, which information includes the name and address of each Credit Party and other information that will allow such Lender to identify each Credit Party in accordance with the Patriot Act and the Beneficial Ownership Regulation.

13.19. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to any Agent or any Lender, or any Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by any Agent, interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect.

13.20. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan or other Obligation owing under this Agreement, together with all fees, charges and other amounts that are treated as interest on such Loan or other Obligation under Applicable Law (collectively, "charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender or other Person holding such Loan or other Obligation in accordance with Applicable Law, the rate of interest payable in respect of such Loan or other Obligation hereunder, together with all charges payable in respect thereof, shall be limited to the Maximum Rate. To the extent lawful, the interest and charges that would have been paid in respect of such Loan or other Obligation but were not paid as a result of the operation of this Section 13.20 shall be cumulated and the interest and charges payable to such Lender or other Person in respect of other Loans or Obligations or periods shall be increased (but not above the amount collectible at the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate for each day to the date of repayment, shall have been received by such Lender or other Person. Any amount collected by such Lender or other Person that exceeds the maximum amount collectible at the Maximum Rate shall be applied to the reduction of the principal balance of such Loan or other Obligation or refunded to the Borrower so that at no time shall the interest and charges paid or payable in respect of such Loan or other Obligation exceed the maximum amount collectible at the Maximum Rate.

13.21. 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 each other Guarantor to honor all of its obligations under this Guarantee in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 13.21, or otherwise under this Agreement, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). Each Qualified ECP Guarantor intends that this Section 13.21 constitute, and this Section 13.21 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

13.22. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable 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 the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected 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 Affected 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 Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

13.23. Acknowledgement Regarding Any Supported QFCs. To the extent that the Credit Documents provide support, through a guarantee or otherwise, for any Secured CA Hedging Agreement or any other agreement or instrument that is a QFC (as defined below) (such support, "***QFC Credit Support***", and each such QFC, a "***Supported QFC***"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "***U.S. Special Resolution Regimes***") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity (as defined below) that is party to a Supported QFC (each, a "***Covered Party***") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate (as defined below) of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights (as defined below) under the Credit Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Credit Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 13.23, the following terms have the following meanings:

"***BHC Act Affiliate***" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"***Covered Entity***" shall mean any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"***Default Right***" shall have the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"*QFC*" shall have the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

[*Signature Pages Follow*]

AMENDMENT NO. 2 AND WAIVER TO CREDIT AGREEMENT

THIS AMENDMENT NO. 2 AND WAIVER TO CREDIT AGREEMENT is entered into as of May 8, 2024 (this "Amendment No. 2"), by and among Talen Energy Supply, LLC, a Delaware limited liability company (the " Borrower"), the Subsidiary Guarantors party hereto, each of the Lenders party hereto and Citibank, N.A., as Administrative Agent, as Collateral Agent and as Replacement Lender (as defined below).

RECITALS:

WHEREAS, reference is hereby made to that certain Credit Agreement, dated as of May 17, 2023 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of August 9, 2023, and as further amended, restated, amended and restated, supplemented, modified, refinanced and/or replaced from time to time prior to the date hereof, the "Credit Agreement" and, as amended by this Amendment No. 2, the "Amended Credit Agreement"), among the Borrower, the Lenders party thereto, the Administrative Agent, the Collateral Agent and the other parties named therein (capitalized terms used but not defined herein have the meaning provided in the Amended Credit Agreement);

WHEREAS, the Borrower, the Administrative Agent and each of the Lenders party hereto desire to amend the Credit Agreement;

WHEREAS, each Term B Lender holding Initial Term B Loans (collectively, the " Existing Term B Loans") and each Term C Lender holding Initial Term C Loans (collectively, the " Existing Term C Loans"), in each case, outstanding immediately prior to the effectiveness of this Amendment No. 2 on the Amendment No. 2 Effective Date (as defined below) will have agreed to the terms of this Amendment No. 2 at the Amendment Effective Time (as defined below);

WHEREAS, Section 13.1 of the Credit Agreement provides that the Administrative Agent and the Required Lenders may waive requirements of, and make amendments to, the Credit Agreement for certain purposes;

WHEREAS, the Borrower entered into that certain Purchase and Sale Agreement, dated as of March 26, 2024 (as in effect on the date hereof, as such agreement may be amended, modified or otherwise waived in a manner that is not materially adverse to the Lenders (taken as a whole), the "Purchase Agreement"), by and among the Borrower, Talen Texas, LLC, a Delaware limited liability company, and The City of San Antonio, Texas, acting by and through its City Public Service Board (the "Buyer"), pursuant to which the Borrower agreed to sell to the Buyer and the Buyer agreed to buy from the Borrower the Subject Interests (as defined in the Purchase Agreement) for the purchase price of $785,000,000, subject to adjustment as provided in the Purchase Agreement (the "Specified Asset Sale");

WHEREAS, the Borrower has requested that the Term B Lenders and Term C Lenders (A) consent to a waiver and decline of the requirements set forth in Sections 5.2(a)(i) and 5.2(c) of the Credit Agreement to prepay in an aggregate principal amount equal to the Net Cash Proceeds of the Specified Asset Sale (i) first, Term B Loans then outstanding until paid in full and (ii) second, to the extent applicable, Term C Loans then outstanding until paid in full and (B) agree to permit the aggregate amount of the Net Cash Proceeds of the Specified Asset Sale received by the Borrower and its Restricted Subsidiaries (before or after the Amendment No. 2 Effective Date) to be treated as Retained Declined Proceeds under the Amended Credit Agreement following the Amendment No. 2 Effective Date;

WHEREAS, by executing this Amendment, the Lenders party hereto, collectively constituting the Required Lenders, have consented to the Waiver (as defined below);

WHEREAS, each of Citibank, N.A., BMO Capital Markets Corp., Deutsche Bank Securities Inc., Goldman Sachs Bank USA, RBC Capital Markets, LLC, MUFG Bank, Ltd. and Morgan Stanley Senior

Funding, Inc. has agreed to act as a joint lead arranger and bookrunner for this Amendment No. 2 (the " Amendment No. 2 Lead Arrangers"); and

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

A. Amendments to Credit Agreement. Immediately after giving effect to the assignments, relating to the applicable Existing Term B Loans and Existing Term C Loans on the Amendment No. 2 Effective Date pursuant to Section B of this Amendment No. 2 (such time, the "Amendment Effective Time"), and subject to the terms and conditions set forth herein, the Lenders party hereto, which Lenders constitute (i) all of the Term B Lenders and all of the Term C Lenders as of the Amendment Effective Time and (ii) the Required Lenders (determined immediately prior to the Amendment Effective Time and immediately prior to any assignments under Section B below), hereby consent to amend the Credit Agreement to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the Amended Credit Agreement attached hereto as Exhibit A, except that any Schedule, Exhibit or other attachment to the Credit Agreement not amended pursuant to the terms of this Amendment No. 2 or otherwise included as part of said Exhibit A shall remain in effect without any amendment or other modification thereto and (x) Schedule 10.1 of the Credit Agreement is hereby amended and restated in its entirety and attached hereto as Exhibit B, (y) Schedule 10.2 of the Credit Agreement is hereby amended and restated in its entirety in the form attached hereto as Exhibit C, and (z) Schedule 10.5 of the Credit Agreement is hereby amended and restated in its entirety and attached hereto as Exhibit D; *provided that* such amendments made to the last paragraph of Section 10.3 of the Amended Credit Agreement shall become effective only upon the occurrence of the Amendment Effective Time and either consent of the Required Revolving Lenders to such amendments or executed counterparts of this Amendment No. 2 by Lenders representing Required Revolving Lenders.

B. Replacement of Non-Consenting Lenders. On the Amendment No. 2 Effective Date, concurrently with the effectiveness of this Amendment No. 2, the Borrower shall be deemed to have exercised its rights under Section 13.7(b) of the Credit Agreement to require each Term B Lender and Term C Lender that is a Non-Consenting Lender in respect of this Amendment No. 2 to assign its Existing Term B Loans and/or Existing Term C Loans, as applicable, that are listed on Schedule 1 to this Amendment No. 2 to Citibank, N.A. (the " Replacement Lender"). By its execution of this Amendment No. 2, the Administrative Agent agrees to accept such assignments and the Replacement Lender agrees to accept such assignments, and approves this Amendment No. 2 in its capacity as assignee of any such Existing Term B Loans and Existing Term C Loans and as a "Term B Lender" and "Term C Lender" hereunder. In connection with such assignments, (i) the Replacement Lender shall purchase the foregoing by paying to such Non-Consenting Lenders (immediately following satisfaction of Section D.2. hereof) a price equal to the principal amount thereof plus accrued and unpaid interest thereon and (ii) the Borrower shall repay pursuant to Section 13.7(b) of the Credit Agreement all Obligations (other than the principal amount plus accrued and unpaid interest) of the Borrower (if any) owing to such Non-Consenting Lender in respect of this Amendment No. 2 relating to the applicable Existing Term B Loans and/or Existing Term C Loans of such Non-Consenting Lender. For the avoidance of doubt, each Non-Consenting Lender shall be deemed to have executed an Assignment and Acceptance with respect to all of its then outstanding Existing Term B Loan and/or Existing Term C Loans.

C. Waiver. Immediately after the Amendment Effective Time, the Lenders party hereto, which Lenders constitute (i) all of the Term B Lenders and all of the Term C Lenders as of the Amendment Effective Time and (ii) the Required Lenders (determined immediately prior to and after the Amendment Effective Time), hereby (x) waive and decline the requirements set forth in Sections 5.2(a)(i) and 5.2(c) of the Credit Agreement with respect to the Net Cash Proceeds of the Specified Asset Sale and (y) agree to permit the aggregate amount of Net Cash Proceeds of the Specified Asset Sale received by the Borrower

and its Restricted Subsidiaries (before or after the Amendment No. 2 Effective Date) to be treated as Retained Declined Proceeds under the Amended Credit Agreement following the Amendment No. 2 Effective Date. The waiver granted herein (the "Waiver") is limited solely to the matters set forth in the prior sentence and nothing contained herein shall be deemed a consent to, or waiver of, any other action or inaction of the Borrower which constitutes (or would constitute) a violation of any provision of the Credit Agreement or any other Credit Document.

D. Amendment No. 2 Effective Date.

This Amendment No. 2 shall become effective as of the first date on which each of the conditions set forth in this Section D shall have been satisfied (or waived) (such date, the "Amendment No. 2 Effective Date"):

1. the Administrative Agent shall have received duly executed counterparts hereof that, when taken together, bear the signatures of (i) each Credit Party, (ii) the Administrative Agent and the Collateral Agent, (iii) the Replacement Lender and (iv) the Lenders party to this Amendment, which collectively constitute (A) the Required Lenders (determined immediately prior to the Amendment Effective Time and immediately prior to any assignments under Section B above) and (B) all the Term B Lenders and Term C Lenders on the Amendment Effective Time;

2. the Borrower shall have paid (or shall pay substantially concurrently with the effectiveness of this Amendment No. 2 on the Amendment No. 2 Effective Date) all accrued and unpaid interest on the Existing Term B Loans and Existing Term C Loans to, but not including, the Amendment No. 2 Effective Date;

3. the Borrower shall have submitted a Notice of Conversion or Continuation with respect to the Initial Term B Loans and Initial Term C Loans on the Amendment No. 2 Effective Date in accordance with Section 2.6 of the Existing Credit Agreement;

4. the Administrative Agent shall have received a certificate of the Borrower, dated the Amendment No. 2 Effective Date, substantially in the form of Exhibit I to the Credit Agreement (with appropriate modifications to reflect the nature of the transactions contemplated hereunder), certifying that the conditions in Section D.8 and D.9 hereof have been satisfied as of the Amendment No. 2 Effective Date;

5. the Administrative Agent shall have received a certificate of the Credit Parties, dated the Amendment No. 2 Effective Date, certifying (a) a copy of the resolutions of the Authorizing Body (as defined therein) of each Credit Party (or a duly authorized committee thereof) authorizing the execution, delivery and performance of this Amendment No. 2 (and any agreements relating hereto) to which it is a party, (b) true and complete copies of the Organizational Documents of each Credit Party as of the Amendment No. 2 Effective Date and (c) good standing certificates (to the extent such concept exists in the relevant jurisdiction of organization) of each Credit Party (or, in the case of clause (b), in lieu of attaching such Organizational Documents, shall include a certification by an Authorized Officer of each Credit Party certifying that there have been no changes to the corresponding documents delivered to the Administrative Agent on the Closing Date or such later date on which such Organizational Documents were most recently delivered to the Administrative Agent);

6. (i) all fees in the amounts previously agreed in writing to be received on the Amendment No. 2 Effective Date and (ii) all expenses required to be paid in respect of this Amendment No. 2 pursuant to Section 13.5 of the Credit Agreement, in each case, shall have been paid to the

extent due and, with respect to expenses (including reimbursable fees and expenses of counsel), to the extent a reasonably detailed invoice therefor has been delivered to the Borrower at least three (3) Business Days prior to the Amendment No. 2 Effective Date;

7. the Administrative Agent shall have received all documentation and other information with respect to the Credit Parties that is requested by the Administrative Agent or a Lender and is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, in each case, to the extent reasonably requested in writing at least 10 Business Days prior to the Amendment No. 2 Effective Date by the Administrative Agent or such Lender;

8. the representations and warranties contained in the Credit Agreement and the other Credit Documents are true and correct in all material respects on and as of the date hereof to the same extent as though made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date; and

9. no event has occurred and is continuing or would result from the consummation of the proposed transactions contemplated hereby that would constitute an Event of Default.

For purposes of determining compliance with the conditions specified in this Section D, by signing this Amendment No. 2, each Lender party hereto shall be deemed to have consented to, approved or accepted or to be satisfied with or waived (as applicable), each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to such Lender unless the Borrower and the Administrative Agent shall have received notice from such Lender prior to the Amendment No. 2 Effective Date specifying its objection thereto.

E. Other Terms.

1. Amendment, Modification and Waiver. This Amendment No. 2 may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto in accordance with the provisions of Section 13.1 of the Credit Agreement.

2. Entire Agreement. This Amendment No. 2, the Amended Credit Agreement and the other Credit Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

3. No Novation. This Amendment No. 2 shall not extinguish the obligations for the payment of money outstanding under the Credit Agreement or any other Credit Document or discharge or release any Lien or priority of or under any Security Document or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or any other Credit Document or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith and except to the extent repaid as provided herein. Nothing implied in this Amendment No. 2 or in any other document contemplated hereby shall be construed as a release or other discharge of any of the Credit Parties under any Credit Document from any of its obligations and liabilities as a borrower, guarantor or pledgor under any of the Credit Documents.

4. GOVERNING LAW. THIS AMENDMENT NO. 2 AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (WHETHER IN CONTRACT, TORT OR OTHERWISE AND IN LAW OR EQUITY) SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. **Severability**. Any term or provision of this Amendment No. 2 which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment No. 2 or affecting the validity or enforceability of any of the terms or provisions of this Amendment No. 2 in any other jurisdiction. If any provision of this Amendment No. 2 is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as would be enforceable.

6. **Counterparts**. This Amendment No. 2 may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. This Amendment No. 2 may be executed using Electronic Signatures (as defined below). Each Lender party hereto, the Credit Parties, and the Administrative and Collateral Agent agree that any Electronic Signature shall be valid and binding on such Person to the same extent as a manual, original signature, and shall be enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed signature was delivered. For purposes hereof, "Electronic Signature" shall have the meaning assigned to it by 15 USC §7006, as it may be amended from time to time.

7. **Submission to Jurisdiction**. Each party hereto irrevocably and unconditionally:

a. submits for itself and its property in any legal action or proceeding relating to this Amendment No. 2 and the other Credit Documents to which it is a party (whether in contract, tort or otherwise and in law or equity), or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York and appellate courts from any thereof;

b. consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

c. agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at such address of which the Administrative Agent shall have been notified pursuant to Section 13.2 of the Credit Agreement;

d. agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction;

e. subject to the last paragraph of Section 13.5 of the Credit Agreement, waives, to the maximum extent not prohibited by Applicable Law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 7(e) any special, exemplary, punitive or consequential damages; and

f. agrees that a final judgment in any 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 Applicable Law.

8. **Waiver of Jury Trial**. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING (WHETHER IN CONTRACT, TORT OR OTHERWISE AND IN LAW OR EQUITY) RELATING TO THIS AMENDMENT NO. 2 AND FOR ANY COUNTERCLAIM THEREIN.

[*Signature pages follow*]

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Amendment No. 2 as of the date first set forth above.

BORROWER:

TALEN ENERGY SUPPLY, LLC

By: /s/ Rajat Prakash
Name: Rajat Prakash
Title: Vice President and Treasurer

SUBSIDIARY GUARANTORS:

Brandon Shores LLC
Brunner Island Services, LLC
Brunner Island, LLC
Camden Plant Holding, L.L.C.
Colstrip Comm Serv, LLC
Dartmouth Plant Holding, LLC
Dartmouth Power Associates Limited Partnership Dartmouth Power Generation, L.L.C. Dartmouth Power Holding Company, L.L.C. Elmwood Park Power, LLC
Fort Armistead Road – Lot 15 Landfill, LLC
H.A. Wagner LLC
Holtwood, LLC
Lady Jane Collieries, Inc.
Liberty View Power, L.L.C.
LMBE Project Company LLC
Lower Mount Bethel Energy, LLC
Martins Creek, LLC
MC Project Company LLC
MC OpCo LLC
Montana Growth Holdings LLC
Montour Services, LLC
Montour, LLC
Morris Energy Operations Company, LLC
Newark Bay Cogeneration Partnership, L.P.
Newark Bay Holding Company, L.L.C.
NorthEast Gas Generation Holdings, LLC
Pennsylvania Mines, LLC
Raven Lot 15 LLC
Raven Power Finance LLC
Raven Power Fort Smallwood LLC Raven Power Generation Holdings LLC Raven Power Group LLC
Raven Power Property LLC
Raven FS Property Holdings LLC RMGL Holdings LLC
Sapphire Power Generation Holdings LLC
Susquehanna Nuclear, LLC
Talen Conemaugh LLC
Talen Energy Marketing, LLC
Talen Energy Services Group, LLC Talen Energy Services Holdings, LLC Talen Generation, LLC
Talen Keycon Holdings LLC
Talen Keystone LLC
Talen Land Holdings, LLC
Talen MCR Holdings LLC
Talen Montana, LLC
Talen Montana Holdings, LLC
Talen NE LLC
Talen Treasure State, LLC
York Plant Holding, LLC

By: /s/ Rajat Prakash
Name: Rajat Prakash
Title: Vice President and Treasurer

CITIBANK, N.A., as Administrative Agent

By: /s/Ashwani Khubani

Name: Ashwani Khubani

Title: Managing Director / Authorized Signatory

[*Signature Page to Amendment No. 2 to Credit Agreement*]

CITIBANK, N.A., as Collateral Agent

By: /s/ Edwin De La Cruz
Name: Edwin De La Cruz
Title: Senior Trust Officer

[*Signature Page to Amendment No. 2 to Credit Agreement*]

CITIBANK, N.A.,
as a Revolving Lender

By: /s/ Ashwani Khubani

Name: Ashwani Khubani
Title: Managing Director

[*Signature Page to Amendment No. 2 to Credit Agreement*]

Bank of Montreal, as a Revolving Lender

By: /s/ Darren Thomas

Name: Darren Thomas, on behalf of its Chicago Branch

Title: Managing Director

[*Signature Page to Amendment No. 2 to Credit Agreement*]

Deutsche Bank AG New York Branch,
as a Revolving Lender

By: /s/ Philip Tancorra
Name: Philip Tancorra
Title: Director

By: /s/ Lauren Danbury
Name: Lauren Danbury
Title: Vice President

Goldman Sachs Bank USA,
as a Revolving Lender

By: /s/ Priyankush Goswami

Name: Priyankush Goswami
Title: Authorized Signatory

ROYAL BANK OF CANADA,
as a Revolving Lender

By: /s/ Ruth Kwan
Name: Ruth Kwan
Title: Authorized Signatory

MUFG BANK, LTD.,
as a Revolving Lender

By: /s/ Nietzsche Rodricks
Name: Nietzsche Rodricks
Title: Managing Director

[*Signature Page to Amendment No. 2 to Credit Agreement*]

MORGAN STANLEY SENIOR FUNDING, INC,
as a Revolving Lender

By: /s/ Taylor Tripucka

Name: Taylor Tripucka
Title: Vice President

[*Signature Page to Amendment No. 2 to Credit Agreement*]

Exhibit 10.4
Execution Version

LETTER OF CREDIT FACILITY AGREEMENT

Dated as of May 17, 2023

among

TALEN ENERGY SUPPLY, LLC,
as the Borrower,

BARCLAYS BANK PLC,
as Administrative Agent and L/C Issuer

and

CITIBANK, N.A.,
as Collateral Agent

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This LETTER OF CREDIT FACILITY AGREEMENT, is entered into as of May 17, 2023, by and among TALEN ENERGY SUPPLY, LLC (the " **Borrower**"), BARCLAYS BANK PLC, as Administrative Agent and L/C Issuer and CITIBANK, N.A., as Collateral Agent.

RECITALS:

WHEREAS, capitalized terms used and not defined in the preamble and these recitals shall have the respective meanings set forth for such terms in Section 1.1 hereof;

WHEREAS, on May 9 and May 10, 2022, the Borrower and certain of the Borrower's Domestic Subsidiaries (the "**Debtors**") began operating as debtors-in-possession pursuant to voluntary cases commenced under Chapter 11 of Title 11 of the United States Code (as amended, the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Texas (Houston Division) (the "**Bankruptcy Court**"), which, together with the voluntary case of the Borrower's parent, Talen Energy Corporation, filed on December 10, 2022, are jointly administered under Case No. 22-90054 (the "**Case**");

WHEREAS, the Debtors will be reorganized pursuant to (i) the *Joint Chapter 11 Plan of the Talen Energy Supply, LLC and Its Affiliated Debtors,* filed in the Case on December 14, 2022 at Docket No. 1722 (together with all schedules, documents and exhibits contained therein, as amended, supplemented, modified or waived to the extent not otherwise prohibited hereunder, the "**Plan**") and (ii) the order confirming the Plan, entered by the Bankruptcy Court on December 20, 2022 at Docket No. 1760 (together with all schedules, documents and exhibits contained therein, as amended, supplemented, modified or waived to the extent not otherwise prohibited hereunder, the "**Confirmation Order**");

WHEREAS, the Borrower has requested that, upon the satisfaction (or waiver) of the conditions precedent set forth in Section 6 hereof, the L/C Issuer make available to the Borrower a $75,000,000 letter of credit facility for the issuance, from time to time, of letters of credit, in each case on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, on or prior to the Closing Date, Talen Energy Corporation will consummate a rights offering to raise up to $1,400,000,000 of additional equity capital (the "**Equity Rights Offering**"), the proceeds of which (net of any amounts used by Talen Energy Corporation to consummate the Transactions and to pay the Transaction Expenses or retained by Talen Energy Corporation in connection with the maintenance of its existence and ownership of the Borrower) will be contributed to the Borrower;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1. Definitions.

1.1. Defined Terms.

As used herein, the following terms shall have the meanings specified in this Section 1.1 unless the context otherwise requires:

"**2023 Notes Indenture**" shall mean the Indenture for the 2023 Notes, dated as of May 12, 2023, among the Borrower, the guarantors thereto from time to time and Wilmington Savings Fund Society, FSB, as trustee (the "**Senior Notes Trustee**"), as the same may be amended, modified, supplemented, replaced or refinanced to the extent not prohibited by this Agreement.

"**2023 Notes**" shall mean the $1,200,000,000 senior secured notes due 2030 issued by the Borrower pursuant to the 2023 Notes Indenture.

"**Acquired EBITDA**" shall mean, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary (any of the foregoing, a "**Pro Forma Entity**") for any period, the amount for such period of Consolidated Adjusted EBITDA of such Pro Forma Entity (determined using such definitions as if references to the Borrower and the Restricted Subsidiaries therein were to such Pro Forma Entity and its Restricted Subsidiaries), all as determined on a consolidated basis for such Pro Forma Entity in a manner not inconsistent with GAAP.

"**Acquired Entity or Business**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA."

"**Administrative Agent**" shall mean Barclays Bank PLC, as the administrative agent for the L/C Issuers under this Agreement and the other Credit Documents, or any successor administrative agent pursuant to Section 12.9.

Administrative Agent's Office" shall mean the Administrative Agent's address and, as appropriate, account as set forth on Schedule 13.2, or such other address or account of which the Administrative Agent may from time to time notify the Borrower and the L/C Issuers.

"**Administrative Questionnaire**" shall have the meaning provided in Section 13.6(b)(ii)(D).

"**Advisors**" shall mean legal counsel, financial advisors and third-party appraisers and consultants advising the Agents, the L/C Issuers and their Related Parties in connection with this Agreement, the other Credit Documents and the consummation of the Transactions, limited in the case of legal counsel to one primary counsel for the Agents and the L/C Issuers (as of the Closing Date, Cahill Gordon & Reindel LLP) and, if necessary, one firm of regulatory counsel and/or one firm of local counsel in each appropriate jurisdiction (and, in the case of an actual or perceived conflict of interest where the Person affected by such conflict informs the Borrower of such conflict and, after receipt of the consent of the Borrower (which consent shall not be unreasonably withheld or delayed), retains its own counsel, of another firm of counsel for all such affected Persons (taken as a whole)).

"**Affected Financial Institution**" shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such Person. A Person shall be deemed to "control" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person,

whether through the ownership of voting securities or by contract. The terms "controlling" and "controlled" shall have meanings correlative thereto.

"**Agent Parties**" shall have the meaning provided in Section 13.17(d).

"**Agents**" shall mean the Administrative Agent and the Collateral Agent.

"**Agreement**" shall mean this Letter of Credit Facility Agreement.

"**AHYDO Catch-Up Payment**" means any payment or redemption of Indebtedness, including subordinated debt obligations, to avoid the application of Code Section 163(e)(5) thereto.

"**Applicable Amount**" shall mean, at any time (the "**Applicable Amount Reference Time**"), an amount equal to (a) the sum, without duplication, of:

(i) the greater of (x) $150,000,000 and (y) solely on or after the Q2 2024 Financials Date, 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(ii) Consolidated Adjusted EBITDA of the Borrower, minus 140% of Consolidated Interest Expense of the Borrower, in each case, for the period (taken as one accounting period) from June 1, 2023 until the last day of the then-most recent fiscal quarter or Fiscal Year, as applicable, for which Section 9.1 Financials have been delivered (which amount, if less than zero, shall not be taken into account for any such period);

(iii) all cash repayments of principal received by the Borrower or any Restricted Subsidiary from any Minority Investments or Unrestricted Subsidiaries on account of loans made by the Borrower or any Restricted Subsidiary to such Minority Investments or Unrestricted Subsidiaries during the period from and including the Business Day immediately following the Closing Date through and including the Applicable Amount Reference Time;

(iv) 100% of the aggregate amount received in cash and the fair market value of marketable securities or other property received by means of (A) the sale or other disposition (other than to the Borrower or a Restricted Subsidiary) of Investments made pursuant to Section 10.5(v)(y) by the Borrower or any Restricted Subsidiary and repurchases and redemptions of such Investments from the Borrower or any Restricted Subsidiary and repayments of loans or advances, and releases of guarantees constituting such Investments made by the Borrower or any Restricted Subsidiary, in each case, after the Closing Date; and (B) the sale (other than to the Borrower or a Restricted Subsidiary) of the stock or other ownership interest of Minority Investments, any Unrestricted Subsidiary or Excluded Project Subsidiary or a dividend or distribution from a Minority Investment, Unrestricted Subsidiary or Excluded Project Subsidiary (other than in each case to the extent the Investment in such Minority Investment, Unrestricted Subsidiary or Excluded Project Subsidiary was made by the Borrower or a Restricted Subsidiary pursuant to the proviso in Section 10.5(i) and other than to the extent such dividend or distribution from an Unrestricted Subsidiary or Excluded Project Subsidiary is applied to make a

distribution pursuant to Section 10.6 to fund tax or other liabilities of such Unrestricted Subsidiary or Excluded Project Subsidiary that are payable by a direct or indirect parent of the Borrower on behalf of such Unrestricted Subsidiary or Excluded Project Subsidiary), in each case, after the Closing Date;

(v) in the case of the redesignation of an Unrestricted Subsidiary or an Excluded Project Subsidiary as, or merger, consolidation or amalgamation of an Unrestricted Subsidiary or Excluded Project Subsidiary with or into, a Restricted Subsidiary after the Closing Date, the fair market value of the Investment in such Unrestricted Subsidiary or Excluded Project Subsidiary at the time of the redesignation of such Unrestricted Subsidiary or Excluded Project Subsidiary as, or merger, consolidation or amalgamation of such Unrestricted Subsidiary or Excluded Project Subsidiary with or into, a Restricted Subsidiary, other than to the extent the Investment in such Unrestricted Subsidiary or Excluded Project Subsidiary was made by the Borrower or a Restricted Subsidiary pursuant to the proviso in Section 10.5(i);

(vi) 100% of the aggregate net cash proceeds and the fair market value of marketable securities or other property received by the Borrower since immediately after the Closing Date (other than net cash proceeds from Cure Amounts) from the issue or sale of Indebtedness or Disqualified Stock of the Borrower or a Restricted Subsidiary that has been converted into or exchanged for Stock of the Borrower or any direct or indirect parent of the Borrower; provided that this clause (vi) shall not include the proceeds from (a) Stock or Stock Equivalents or Indebtedness that has been converted or exchanged for Stock or Stock Equivalents of the Borrower sold to a Restricted Subsidiary, as the case may be, (b) Disqualified Stock or Indebtedness that has been converted or exchanged into Disqualified Stock or (c) any contribution or issuance that increases the Applicable Equity Amount;

(vii) without duplication of any amounts above, any returns, profits, distributions and similar amounts received on account of Investments made pursuant to Section 10.5(v)(y); and

(viii) the aggregate amount of Retained Declined Proceeds (as defined in the First Lien Credit Agreement as in effect on the Closing Date) retained by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Applicable Amount Reference Time;

minus (b) the sum, without duplication, of:

(i) the aggregate amount of Investments made pursuant to Section 10.5(v)(y) following the Closing Date and prior to the Applicable Amount Reference Time;

(ii) the aggregate amount of dividends pursuant to Section 10.6(c)(y) following the Closing Date and prior to the Applicable Amount Reference Time; and

(iii) the aggregate amount of prepayments, repurchases, redemptions and defeasances made pursuant to Section 10.7(a)(i)(3) following the Closing Date and prior to the Applicable Amount Reference Time.

Notwithstanding the foregoing, in making any calculation or other determination under this Agreement involving the Applicable Amount, if the Applicable Amount at such time is less than zero, then the Applicable Amount shall be deemed to be zero for purposes of such calculation or determination.

"**Applicable Amount Reference Time**" shall have the meaning provided in the definition of "Applicable Amount."

"**Applicable Equity Amount**" shall mean, at any time (the "**Applicable Equity Amount Reference Time**"), an amount equal to, without duplication, (a) the amount of any capital contributions (other than any Cure Amount) made in cash, marketable securities or other property to, or any proceeds of an equity issuance received by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Applicable Equity Amount Reference Time (taking the fair market value of any marketable securities or property other than cash), including proceeds from the issuance of Stock or Stock Equivalents of any direct or indirect parent of the Borrower (to the extent the proceeds of any such issuance are contributed to the Borrower), but excluding all proceeds from the issuance of Disqualified Stock and any Cure Amount, minus (b) the sum, without duplication, of:

(i) the aggregate amount of Investments made pursuant to Section 10.5(v)(x) following the Closing Date and prior to the Applicable Equity Amount Reference Time;

(ii) the aggregate amount of dividends pursuant to Section 10.6(c)(x) following the Closing Date and prior to the Applicable Equity Amount Reference Time;

(iii) the aggregate amount of prepayments, repurchases, redemptions and defeasances pursuant to Section 10.7(a)(i)(2) following the Closing Date and prior to the Applicable Equity Amount Reference Time; and

(iv) the aggregate amount of Indebtedness incurred pursuant to Section 10.1(aa) and outstanding at the Applicable Equity Amount Reference Time; provided that issuances and contributions pursuant to Sections 10.5(f)(ii), 10.6(a) and 10.6(b)(i) shall not increase the Applicable Equity Amount.

"**Applicable Equity Amount Reference Time**" shall have the meaning provided in the definition of "Applicable Equity Amount."

"**Applicable Laws**" shall mean, as to any Person, any law (including common law), statute, regulation, ordinance, rule, order, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"**Assignment and Acceptance**" shall mean an assignment and acceptance substantially in the form of Exhibit A, or such other form as may be approved by the Administrative Agent.

"**Attributable Debt**" shall mean, in respect of a sale and leaseback transaction, at the time of determination, the present value of the obligation of the lessee for net rental payments during

the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; provided, however, that if such sale and leaseback transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capitalized Lease Obligation."

"**Authorized Officer**" shall mean the President, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer, any Assistant Treasurer, the General Counsel, the Secretary, any Assistant Secretary, the Controller, any Senior Vice President, with respect to certain limited liability companies or partnerships that do not have officers, any manager, managing member or general partner thereof, any other senior officer of the Borrower or any other Credit Party designated as such in writing to the Administrative Agent by the Borrower or any other Credit Party, as applicable. Any document (other than a solvency certificate) delivered hereunder that is signed by an Authorized Officer shall be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership and/or other action on the part of the Borrower or any other Credit Party, as applicable, and such Authorized Officer shall be conclusively presumed to have acted on behalf of such Person.

"**Auto-Extension Letter of Credit**" shall have the meaning provided in Section 3.2(b).

"**Available L/C Commitment**" shall mean, as of any date, an amount equal to the excess, if any, of (a) the amount of the L/C Commitment over (b) aggregate Letters of Credit Outstanding at such time.

"**Available RP/Investment Capacity Amount**" shall mean, at any time, (x) the amount of payments that may be made at such time pursuant to Section 10.6(b), (c), (j), (o) or (r) of this Agreement and (y) the amount of Investments that may be made at such time pursuant to Section 10.5(i), (m), (v), (w), (ff), (mm) or (nn).

"**Backstopped**" shall mean, with respect to any Letter of Credit, that such Letter of Credit is backstopped by another letter of credit on terms reasonably satisfactory to the L/C Issuer of such first Letter of Credit.

"**Bail-In Action**" shall mean the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"**Bail-In Legislation**" shall mean (a) 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, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"**Bankruptcy Code**" shall have the meaning provided in the recitals to this Agreement.

"**Bankruptcy Court**" shall have the meaning provided in the recitals to this Agreement.

"**Beneficial Ownership Certification**" shall mean a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"**Beneficial Ownership Regulation**" shall mean 31 C.F.R. § 1010.230.

"**Benefit Plan**" shall mean an employee pension benefit plan (other than a Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code or Section 302 of ERISA and is maintained or contributed to by a Credit Party or ERISA Affiliate or with respect to which a Credit Party could reasonably be expected to incur liability pursuant to Title IV of ERISA.

"**Benefit Plan Investor**" shall mean any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"**Board**" shall mean the Board of Governors of the Federal Reserve System of the United States (or any successor).

"**Borrower**" shall have the meaning provided in the preamble to this Agreement.

"**Broker-Dealer Subsidiary**" shall mean any Subsidiary that is registered as a broker-dealer under the Exchange Act or any other applicable law requiring similar registration.

"**Business Day**" shall mean any day excluding Saturday, Sunday and any other day on which banking institutions in New York City are authorized by law or other governmental actions to close.

"**Capital Expenditures**" shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Capital Leases) by the Borrower and the Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as capital expenditures on a consolidated statement of cash flows of the Borrower.

"**Capital Lease**" shall mean, as applied to the Borrower and the Restricted Subsidiaries, any lease of any property (whether real, personal or mixed) by the Borrower or any Restricted Subsidiary as lessee that, in conformity with GAAP, is, or is required to be, accounted for as a capital lease on the balance sheet of the Borrower.

"**Capitalized Lease Obligations**" shall mean, as applied to the Borrower and the Restricted Subsidiaries at the time any determination is to be made, the amount of the liability in respect of a Capital Lease that would at such time be required to be capitalized and reflected as a liability on the balance sheet (excluding the footnotes thereto) of the Borrower in accordance with

GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such Capital Lease prior to the first date upon which such Capital Lease may be prepaid by the lessee without payment of a penalty.

"**Captive Insurance Subsidiary**" shall mean a Subsidiary of the Borrower established for the purpose of, and to be engaged solely in the business of, insuring the businesses or facilities owned or operated by the Borrower or any of its Subsidiaries or joint ventures or to insure related or unrelated businesses.

"**Case**" shall have the meaning provided in the recitals to this Agreement.

"**Cash Collateral**" shall have the meaning provided in Section 3.7(c).

"**Cash Collateralize**" shall have the meaning provided in Section 3.7(c).

"**Cash Collateralization Cure**" shall have the meaning provided in Section 11.14(d).

"**Certificated Securities**" shall have the meaning provided in Section 8.17.

"**CFC**" shall mean a Subsidiary of the Borrower that is a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"**CFC Holding Company**" shall mean a Subsidiary of the Borrower that has no material assets other than (i) the Stock (including, for this purpose, any debt or other instrument treated as equity for U.S. federal income tax purposes) in (x) one or more Foreign Subsidiaries that are CFCs or (y) one or more other CFC Holding Companies and (ii) cash and cash equivalents and other assets being held on a temporary basis incidental to the holding of assets described in clause (i) of this definition.

"**Change in Law**" shall mean (a) the adoption of any Applicable Law after the Closing Date, (b) any change in any Applicable Law or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any party with any guideline, request, directive or order issued or made after the Closing Date by any central bank or other governmental or quasi-governmental authority (whether or not having the force of law); provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the U.S. or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"**Change of Control**" shall mean and be deemed to have occurred if any Person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Closing Date), but excluding (x) any employee benefit plan of such Person and its subsidiaries and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, (y) any Permitted Holders, and (z) any one or more direct or indirect parent companies of the Borrower in which no Person or "group" (other than any persons described in the preceding

clause (y)), directly or indirectly, holds beneficial ownership of Voting Stock representing more than 50.0% of the aggregate voting power represented by the issued and outstanding Voting Stock of such parent, shall have, directly or indirectly, acquired beneficial ownership of Voting Stock representing more than 50.0% of the aggregate voting power represented by the issued and outstanding Voting Stock of the Borrower. Notwithstanding the preceding or any provision of Rule 13d-3 or 13d-5 under the Exchange Act, (i) a Person or "group" shall not be deemed to beneficially own securities subject to an equity or asset purchase agreement, merger agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the transactions contemplated by such agreement, (ii) a Person or "group" will not be deemed to beneficially own the Voting Stock of another Person as a result of its ownership of Voting Stock or other securities of such other Person's Parent Entity (or related contractual rights) unless it owns more than 50.0% of the total voting power of the Voting Stock of such Parent Entity, (iii) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of the Borrower owned, directly or indirectly, by any Permitted Holders that are part of such group shall be treated as being beneficially owned by such Permitted Holders and shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred and (iv) the right to acquire Voting Stock (so long as such Person does not have the right to direct the voting of the Voting Stock subject to such right) or any veto power in connection with the acquisition or disposition of Voting Stock will not cause a party to be a "beneficial owner." For the purpose of clauses (x), (y) and (z), at any time when a majority of the outstanding Voting Stock of the Borrower is directly or indirectly owned by a Parent Entity or, if applicable, a Parent Entity acts as the manager, managing member or general partner of the Borrower, references in this definition to "the Borrower" shall be deemed to refer to the ultimate Parent Entity that directly or indirectly owns such Voting Stock or acts as (or, if applicable, is a Parent Entity that directly or indirectly owns a majority of the outstanding Voting Stock of) such manager, managing member or general partner. Notwithstanding the foregoing, a Change of Control shall not occur as a result of the IPOCo Transactions, a Qualifying IPO and any transactions relating thereto, including, without limitation, (i) the contribution of the Stock of the Borrower to IPO Listco or (ii) any transaction in which the Borrower remains a Subsidiary of IPO Listco but one or more intermediate holding companies between the Borrower and IPO Listco are added, liquidated, merged or consolidated out of existence.

"**Claim**" shall have the meaning provided in the definition of "Environmental Claim."

"**Closing Date**" shall mean May 17, 2023.

"**Closing Refinancing**" shall mean the repayment in full (or, if applicable, the termination, discharge or defeasance (or arrangements reasonably satisfactory to the Administrative Agent for the termination, discharge or defeasance)) of (A) the Superiority Secured Debtor-in-possession Credit Agreement, dated as of May 11, 2022, among the Borrower as debtor-in-possession under the Bankruptcy Code, Citibank, N.A., as administrative agent and as collateral trustee under the Credit Documents (as defined therein), and each lender and each issuing lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (B) the Superpriority Secured Debtor-in-Possession Letter of Credit Facility Agreement, dated as of May 11, 2022 among the Borrower as debtor-in-possession under the Bankruptcy Code, Citibank, N.A., as administrative agent and as collateral trustee under the Credit Documents (as defined therein), and each lender from time to time party thereto (as amended, restated, supplemented or otherwise

modified), (C) the Credit Agreement, entered into as of December 14, 2021, among Talen Energy Supply, LLC, a Delaware limited liability company, Talen Energy Marketing, LLC, a Pennsylvania limited liability company, Susquehanna Nuclear, LLC, a Delaware limited liability company, Alter Domus (US) LLC, as administrative agent under the Credit Documents (as defined therein) and each lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (D) the Term Loan Credit Agreement, entered into as of July 8, 2019, among Talen Energy Supply, LLC, a Delaware limited liability company, Wilmington Trust, National Association (as successor to JPMorgan Chase bank, N.A.), as administrative agent under the Credit Documents (as defined therein), and each lender from time to time party thereto (as amended, restated, supplemented or otherwise modified prior to the date hereof), (E) the Credit Agreement, entered into as of June 1, 2015, among Talen Energy Supply, LLC, a Delaware limited liability company, Citibank, N.A., as administrative agent and as collateral trustee under the Credit Documents (as defined therein), and each lender and each issuing lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (F) the Indenture, dated as of May 21, 2019 (as amended, restated, supplemented or otherwise modified), among the Company, the guarantors party thereto and The Bank of New York Mellon, as Trustee, governing the Company's 7.25% Senior Secured Notes due 2027, (G) the Indenture, dated as of July 8, 2019 (as amended, restated, supplemented or otherwise modified), among the Company, the guarantors party thereto and The Bank of New York Mellon, as Trustee governing the Company's 6.625% Senior Secured Notes due 2028, and (H) the Indenture, dated as of May 22, 2020 (as amended, restated, supplemented or otherwise modified), among Company, the guarantors party thereto and The Bank of New York Mellon, as Trustee governing the Company's 7.625% Senior Secured Notes due 2028.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time. Section references to the Code are to the Code as in effect on the Closing Date, and any subsequent provisions of the Code, amendatory thereof, supplemental thereto or substituted therefore.

"**Collateral**" shall mean all property pledged, mortgaged or purported to be pledged or mortgaged pursuant to the Security Documents (excluding, for the avoidance of doubt, all Excluded Collateral).

"**Collateral Agent**" shall mean Citibank, N.A., in its capacity as collateral agent for the Secured Parties under this Agreement and the Security Documents, or any successor collateral agent appointed pursuant hereto.

"**Collateral Representative**" shall mean the Collateral Trustee.

"**Collateral Trust Agreement**" shall mean that certain Collateral Trust Agreement, dated as of the date hereof, by and among the Borrower, the Collateral Agent, the Collateral Trustee, the Senior Notes Trustee and certain other First Lien Secured Parties from time to time party thereto.

"**Collateral Trustee**" shall mean Citibank, N.A., and any permitted successors and assigns.

"**Commitment Fee**" shall have the meaning provided in Section 4.1(a).

"**Commitment Fee Rate**" shall mean at any date (i) prior to the delivery of the Section 9.1 Financials and the related Officer's Certificate for the first full fiscal quarter commencing on or

after the Closing Date, 0.50% per annum and (ii) thereafter, the percentages per annum set forth in the table below, based upon the Consolidated First Lien Net Leverage Ratio as set forth in the most recent Officer's Certificate delivered to the Administrative Agent in connection with the Section 9.1 Financials:

Pricing Level	Consolidated First Lien Net Leverage Ratio Level	Commitment Fee Rate
I	Less than or equal to (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	0.375%
II	Greater than (x) as of any date of determination that is prior to the Q2 2024 Financials Date, 1.50:1.00 and (y) as of any date of determination that is on or after the Q2 2024 Financials Date, 2.50:1.00.	0.50%

Any increase or decrease in the Commitment Fee Rate resulting from a change in the Consolidated First Lien Net Leverage Ratio shall become effective as of the first Business Day immediately following the date the Officer's Certificate is delivered in connection with the Section 9.1 Financials.

In addition, upon written request from the Required L/C Issuers, the highest pricing level applicable to the Commitment Fee Rate shall apply at any time during which the Borrower shall have failed to deliver the Section 9.1 Financials by the applicable date required under Section 9.1 (but only for so long as such failure continues, after which such ratio shall be determined based on the then existing Consolidated First Lien Net Leverage Ratio) as set forth in the applicable Officer's Certificate. Notwithstanding anything to the contrary contained above in this definition, the Commitment Fee Rate shall be the highest Commitment Fee Rate set forth in the table above at all times during which there shall exist any Event of Default pursuant to Section 11.1 or 11.5.

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the Consolidated First Lien Net Leverage Ratio set forth in any applicable Officer's Certificate delivered in connection with the Section 9.1 Financials delivered for any period is inaccurate for any reason and the result thereof is that the L/C Issuers received a Commitment Fee for any period based on a Commitment Fee Rate that is less than that which would have been applicable had the Consolidated First Lien Net Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the "Commitment Fee Rate" for any day occurring within the period covered by such applicable Officer's Certificate delivered in connection with the Section 9.1 Financials shall retroactively be deemed to be the relevant percentage as based upon the accurately determined Consolidated First Lien Net Leverage Ratio for such period, and any shortfall in the Commitment Fee theretofore paid by the Borrower for the relevant period pursuant to Section 4.1(a) as a result of the miscalculation of the Consolidated First Lien Net Leverage Ratio shall be deemed to be (and shall be) due and payable

under the relevant provisions of Section 4.1(a) at the time the Commitment Fee for such period was required to be paid pursuant to said Section on the same basis as if the Consolidated First Lien Net Leverage Ratio had been accurately set forth in such Officer's Certificate delivered in connection with Section 9.1 Financials (and shall remain due and payable until paid in full, together with all amounts owing under Section 4.1(e) (subject to the proviso below), in accordance with the terms of this Agreement). Such Commitment Fee Rate shall be due and payable on the earlier of (i) the occurrence of a Default or an Event of Default under Section 11.5 and (ii) promptly upon written demand to the Borrower (but in no event later than five (5) Business Days after such written demand); provided that in the case of preceding clause (ii), nonpayment of such Commitment Fee Rate as a result of any inaccuracy shall not constitute a Default or Event of Default (whether retroactively or otherwise), and no such amounts shall be deemed overdue (and no amounts shall accrue interest at the applicable default rate), at any time prior to the date that is five (5) Business Days after such written demand to the Borrower.

"**Commodity Exchange Act**" shall mean the Commodity Exchange Act (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"**Commodity Hedging Agreement**" shall mean any agreement, whether financial or physical, (including each transaction or confirmation entered into pursuant to any Master Agreement) providing for one or more swaps, caps, collars, puts, calls, floors, futures, options, spots, forwards, energy, capacity or generation agreements, agreements involving ancillary services or other attributes with an economic value, agreements involving auction revenue rights, tolling or sale agreements (including, without limitation, power purchase agreements and heat rate call options), fuel or other feedstock purchase, storage or sale agreements, energy management agreements, emissions or other environmental credit purchase or sales agreements, power transmission agreements, fuel or other feedstock transportation agreements, fuel or other feedstock storage agreements, netting agreements (including Netting Agreements), commercial or trading agreements, in each case with respect to, or involving, the purchase, processing, transmission, distribution, sale, exchange, lease, finance, or hedge of any Covered Commodity, price or price indices for any such Covered Commodity, or any other similar agreements (including, without limitation, derivative agreements or arrangements) entered into with respect to the sale or exchange of (or the option to purchase, sell or exchange) transmission, transportation, storage, distribution, processing, lease, or finance, or to manage fluctuations in the price or availability of any Covered Commodity or otherwise hedge or mitigate commercial risk or exposure in connection with any Covered Commodity, and any agreement (including any guarantee, credit sleeve, or similar arrangement) providing for credit support for the foregoing; and, in each case, whether bilateral, over-the-counter, on or through an exchange or other execution facility, on or through a system, platform or portal operated by an ISO or RTO, cleared through a clearing house, clearing organization or clearing agency, or otherwise.

"**Communications**" shall have the meaning provided in Section 13.16(a).

"**Confidential Information**" shall have the meaning provided in Section 13.15.

"**Confirmation Order**" shall have the meaning provided in the recitals to this Agreement.

"**Consolidated Adjusted EBITDA**" shall mean, for any period, Consolidated Net Income of the Borrower for such period, adjusted by: (A) adding thereto (in each case, to the extent deducted in determining Consolidated Net Income of the Borrower for such period (other than with respect to clauses (7), (11) and (17))), without duplication, the amount of:

(1) total interest expense (inclusive of amortization of premiums, deferred financing fees and other original issue discount and banking fees, charges and commissions (e.g., letter of credit fees and commitment fees, non-cash interest payments, the interest component of Capitalized Lease Obligations, net payments, if any, pursuant to interest rate protection agreements with respect to Indebtedness, the interest component of any pension or other post-employment benefit expense)) of the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such period;

(2) (x) provision for taxes based on income, profits or capital and such federal, foreign, state, local, withholding taxes and franchise, state single business unitary and similar taxes and excise taxes paid or accrued during such period (including, in each case, in respect of repatriated funds and any penalties and interest related to such taxes) for the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such period and (y) the dollar amount of production tax credits generated by or otherwise available to the Borrower and its Restricted Subsidiaries for such period;

(3) all depreciation and amortization expense of the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such period, including but not limited to amortization or impairment of intangibles (including, but not limited to goodwill), non-cash write offs of debt discounts and debt issuances, non-cash costs and commissions, non-cash discounts and other non-cash fees and charges with respect to Indebtedness and Hedging Agreements;

(4) extraordinary, unusual or non-recurring charges, or expenses or losses (including unusual or non-recurring expenses) of the Borrower and its Restricted Subsidiaries during such period including, without limitation, costs of and payments of legal settlements, fines, judgments or orders;

(5) the amount of all other non-cash charges, losses or expenses (including non-cash employee and officer equity compensation expense (including stock and stock options), and expenses related to employee retention plans, employee benefit or management compensation plans, or asset write-offs, write-ups or write-downs) of the Borrower and its Restricted Subsidiaries determined on a consolidated basis for such period (but excluding any additions to bad debt reserves or bad debt expense and any non-cash charge to the extent it represents amortization of a prepaid cash item that was paid in a prior period);

(6) cash restructuring costs, charges or reserves, including any restructuring costs and integration costs incurred in connection with the Transactions, any Permitted Reorganization Transaction, any Permitted Spin-Out Transaction, acquisitions permitted under this Agreement or Dispositions or other Specified Transactions and such costs related to the closure and/or consolidation of facilities or plants, retention charges, contract

termination costs, recruiting, relocation, severance and signing bonuses and expenses, transaction fees and expenses (including professional and underwriting fees), and consulting fees and any one-time expenses relating to enhanced accounting function, costs incurred in connection with any non-recurring strategic initiatives, costs incurred in connection with acquisitions and non-recurring intellectual property development after the Closing Date, other business optimization expenses (including costs and expenses relating to business optimization programs and new systems design and implementation costs), Public Company Costs, costs related to the implementation of operational and reporting systems and technology initiatives, project start-up costs or any other costs incurred in connection with any of the foregoing;

(7) the amount of expected cost savings, operating expense reductions and synergies projected by the Borrower in good faith to be realizable in connection with specified actions (including, to the extent applicable, resulting from the Transactions), operating improvements, restructurings, cost saving initiatives and other similar initiatives (calculated on a Pro Forma Basis as though such cost savings, operating expense reductions, synergies, operating improvements, restructurings and cost savings initiatives had been realized on the first day of such period and as if such cost savings, operating expense reductions, synergies, operating improvements, restructurings, cost savings initiatives and other similar initiatives were realized during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; provided that (A) a duly completed Officer's Certificate of the Borrower shall be delivered to the Administrative Agent together with the Officer's Certificate required to be delivered pursuant to Section 9.1(c), certifying that such cost savings, operating expense reductions, synergies, operating improvements, restructurings, cost savings initiatives and other similar initiatives (x) are reasonably identifiable and factually supportable in the good faith judgment of the Borrower and (y) result from actions which have been taken or with respect to which substantial steps have been taken or are expected to be taken no later than 24 months following the consummation of the applicable transaction or initiative and (B) no cost savings, operating expense reductions or synergies shall be added pursuant to this clause (7) to the extent duplicative of any expenses or charges otherwise added to Consolidated Adjusted EBITDA, whether through a pro forma adjustment or otherwise, for such period; provided, further, that amounts added back pursuant to this clause (7) shall not, when taken together with any add-backs pursuant to clause (8) below, account for more than 25% of Consolidated Adjusted EBITDA in any period (calculated before giving effect to any such add-backs and adjustments);

(8) costs, charges, accruals, reserves or expenses, including retention charges, contract termination costs, recruiting, relocation, severance and signing bonuses and expenses, transaction fees and expenses (including professional and underwriting fees), consulting fees, modifications to pension and post-retirement employee benefit plans and any one-time expenses relating to enhanced accounting function, costs incurred in connection with any non-recurring strategic initiatives, costs incurred in connection with acquisitions and non-recurring intellectual property development after the Closing Date, other business optimization expenses (including software development costs, transition costs and costs related to the closure or consolidation of facilities or plants and curtailments, costs related to entry into new markets, new systems design and

implementation costs and project start-up costs) or any other costs incurred in connection with any of the foregoing; provided that amounts added back pursuant to this clause (8) shall not, when taken together with any add-backs pursuant to clause (7) above, account for more than 25% of Consolidated Adjusted EBITDA in any period (calculated before giving effect to any such add-backs and adjustments);

(9) other accruals, up-front fees, transaction costs, commissions, expenses, premiums or charges related to the Transactions, including fees, costs and expenses of any counsel, consultants or other advisors; any Equity Offering, permitted investment, acquisition, disposition, recapitalization or incurrence, repayment, amendment or modification of Indebtedness permitted by this Agreement (whether or not successful, and including costs and expenses of the Administrative Agent and L/C Issuers that are reimbursed) and up-front or financing fees, transaction costs, commissions, expenses, premiums or charges related to the Transactions and any non-recurring merger or business acquisition transaction costs incurred during such period (in each case whether or not successful);

(10) expenses to the extent covered by contractual indemnification, insurance or refunding provisions in favor of the Borrower or any of its Restricted Subsidiaries and actually paid by such third parties, or, so long as Borrower has made a determination that a reasonable basis exists for payment and only to the extent that such amount is in fact paid within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so paid within such 365 days);

(11) to the extent covered by business interruption insurance and actually reimbursed or otherwise paid, expenses or losses relating to business interruption or any expenses or losses that are covered by indemnification or other reimbursement provisions in connection with any Investment, acquisition or any sale, conveyance, transfer or other disposition of assets, in each case, permitted under this Agreement, so long as the Borrower has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days);

(12) losses on sales or dispositions of assets outside the ordinary course of business (including, with-out limitation, asset retirement costs);

(13) effects of adjustments in the consolidated financial statements of the Borrower pursuant to GAAP (including, without limitation, in the inventory, property and equipment, goodwill, software, intangible assets, in-process research and development, deferred revenue and debt line items thereof) resulting from the application of recapitalization accounting or purchase accounting, as the case may be, in relation to the Transactions, any Permitted Reorganization Transaction, any Permitted Spin-Out Transaction or any acquisition permitted under this Agreement or the amortization or write-off of any amounts thereof;

(14) adjustments on upfront premiums received or paid by the Borrower and its Restricted Subsidiaries for financial options in periods other than the strike periods;

(15) losses (reduced by any gains) attributable to the movement of the mark-to-market valuation of obligations under hedging agreements or other derivative instruments pursuant to FASB Accounting Standards Codification No. 815 — Derivatives and Hedging;

(16) Expenses Relating to a Unit Outage (if positive); provided that the only Expenses Relating to a Unit Outage that may be included as Consolidated Adjusted EBITDA shall be, without duplication, (A) up to $115,000,000 per Fiscal Year of Expenses Relating to a Unit Outage incurred within the first 12 months of any planned or unplanned outage or Operations Failure of any Unit by reason of any action by any regulatory body or other Governmental Authority or to comply with any Applicable Law, (B) up to $70,000,000 per Fiscal Year of Expenses Relating to a Unit Outage incurred within the first 12 months of any planned outage of any Unit for purposes of expanding or upgrading such Unit and (C) solely for the purposes of calculating "Consolidated Adjusted EBITDA" for purposes of Section 10.9, all Expenses Relating to a Unit Outage incurred within the first 12 months of any unplanned outage or Operations Failure of any Unit; and

(17) the proceeds of any business interruption insurance (to the extent not included in Consolidated Net Income for such period) and, without duplication of such amounts, all EBITDA Lost as a Result of a Unit Outage and all EBITDA Lost as a Result of a Grid Outage less, in all such cases, the absolute value of Expenses Relating to a Unit Outage (if negative); provided that the amount calculated pursuant to this clause (17) shall not be less than zero;

and (B) subtracting therefrom (in each case, to the extent included in determining Consolidated Net Income of the Borrower for such period (other than with respect to clause (i))) the amount of (i) all cash payments or cash charges made (or incurred) by the Borrower or any of its Restricted Subsidiaries for such period on account of any non-cash charges added back to Consolidated Adjusted EBITDA in a previous period, (ii) income and gain items corresponding to those referred to in clauses (A)(4), (A)(5) and (A)(12) above (other than the accrual of revenue in the ordinary course), (iii) gains related to pensions and other post-employment benefits and (iv) federal, state, local and foreign income tax credits (except as provided in clause (A)(2)(y) above);

provided that:

(A) to the extent included in Consolidated Net Income of the Borrower for such period, there shall be excluded in determining Consolidated Adjusted EBITDA (x) currency translation gains and losses related to currency re-measurements of Indebtedness or intercompany balances and (y) gains or losses on Hedging Agreements;

(B) to the extent included in Consolidated Net Income of the Borrower for such period, there shall be excluded in determining Consolidated Adjusted EBITDA for any period any adjustments resulting from the application of Statement of

Financial Accounting Standards No. 133 and International Accounting Standard No. 39 and their respective related pronouncements and interpretations;

(C) there shall be included in determining Consolidated Adjusted EBITDA for any period, without duplication, (A) the Acquired EBITDA of any Person or business, or attributable to any property, assets, division or line of business acquired by the Borrower or any Restricted Subsidiary during such period (or any property, assets, division or line of business subject to a letter of intent or purchase agreement at such time) (but not the Acquired EBITDA of any related Person or business or any Acquired EBITDA attributable to any property, assets, division or line of business, in each case to the extent not so acquired) to the extent not subsequently sold, transferred, abandoned or otherwise disposed by the Borrower or such Restricted Subsidiary (each such Person, property, assets, division or line of business acquired and not subsequently so disposed of, an "**Acquired Entity or Business**") and the Acquired EBITDA of any Unrestricted Subsidiary or Excluded Project Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "**Converted Restricted Subsidiary**"), in each case based on the actual Acquired EBITDA of such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) and (B) an adjustment in respect of each Pro Forma Entity equal to the amount of the Pro Forma Adjustment with respect to such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition), in each case, other than with respect to calculations for purposes of determining the Commitment Fee Rate or relating to compliance with Section 10.9 to the extent such acquisition occurred after the end of such period;

(D) to the extent included in Consolidated Adjusted EBITDA, there shall be excluded in determining Consolidated Adjusted EBITDA for any period the Disposed EBITDA (as defined in the First Lien Credit Agreement as in effect on the Closing Date) of any Person, property, business or asset (other than an Unrestricted Subsidiary or Excluded Project Subsidiary) sold, transferred, abandoned or otherwise disposed of, closed or classified as discontinued operations by the Borrower or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold, transferred, abandoned or otherwise disposed of, or closed or so classified, a "**Disposed Entity or Business**"), and the Disposed EBITDA (as defined in the First Lien Credit Agreement as in effect on the Closing Date) of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "**Converted Unrestricted Subsidiary**") and any Restricted Subsidiary that is converted into an Excluded Project Subsidiary during such period (each, a "**Converted Excluded Project Subsidiary**"), in each case based on the actual Disposed EBITDA (as defined in the First Lien Credit Agreement as in effect on the Closing Date) of such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition, closure, classification or conversion), in each case, other than with respect to calculations for purposes of determining the Commitment Fee Rate or relating to compliance with Section 10.9 to the extent such sale, transfer, disposition, closure, classification or other conversion occurred after the end of such period.

Notwithstanding the above, the Consolidated Adjusted EBITDA of the Borrower for the fiscal quarter ended (in each case, subject to pro forma adjustments for transactions occurring after the Closing Date in accordance with Section 1.3(c)):

June 30, 2022 will be deemed to be:	$80,200,000
September 30, 2022 will be deemed to be:	$257,500,000
December 31, 2022 will be deemed to be:	$151,200,000
March 31, 2023 will be deemed to be:	$328,600,000

"**Consolidated First Lien Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) the sum, without duplication, of (i) Consolidated Secured Debt that is secured by a Lien on the Collateral that is *pari passu* with the Liens securing the Obligations and (ii) Consolidated Secured Debt of the type described in clause (ii) of the definition thereof, in each case as of such date of determination to (b) Consolidated Adjusted EBITDA for the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) have been delivered.

"**Consolidated Interest Expense**" shall mean, with respect to any Person for any period, the consolidated cash interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, the interest component of any deferred payment obligations, the interest component of all payments associated with Capitalized Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments or receipts (if any) pursuant to interest rate Hedging Obligations, but not including amortization of original issue discount, deferred financing costs and other non-cash interest payments), net of cash interest income. For purposes of the foregoing, interest expense shall be determined after giving effect to any net payments made or received by the Borrower or any Restricted Subsidiary with respect to any interest rate hedging agreements.

"**Consolidated Net Income**" shall mean, with respect to any specified Person for any period, the aggregate of the Net Income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided that:

(1) for any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting, the amount of dividends or similar distributions (including pursuant to other intercompany payments but excluding cash distributions made concurrently with any Investment in such Person from the Borrower or a Restricted Subsidiary) paid in cash to the specified Person or a Restricted Subsidiary of the Person shall be included;

(2) solely for the purpose of determining the Applicable Amount, the Net Income of any Restricted Subsidiary that is not a Subsidiary Guarantor will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment,

decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(3) the cumulative effect of a change in accounting principles will be excluded;

(4) any net after-tax non-recurring or unusual gains, losses (less all fees and expenses relating thereto) or other charges or revenue or expenses (including, without limitation, relating to severance, relocation and one-time compensation charges) shall be excluded;

(5) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights to officers, directors or employees shall be excluded, whether under FASB 123R or otherwise;

(6) any net after-tax income (loss) from disposed or discontinued operations and any net after-tax gains or losses on disposal of disposed or discontinued operations shall be excluded;

(7) any gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions shall be excluded;

(8) any impairment charge or asset write-off pursuant to Financial Accounting Statement No. 142 and No. 144 or any successor pronouncement shall be excluded;

(9) the effects of all adjustments (including the effects of such adjustments pushed down to the Borrower and its Restricted Subsidiaries) in the Borrower's consolidated financial statements pursuant to GAAP, net of taxes, resulting from the application of fresh start accounting principles as a result of the Case or the Debtors' consummation of the Plan shall be excluded; and

(10) restructuring-related or other similar charges, fees, costs, commissions and expenses or other charges incurred during such period in connection with this Agreement, the other Credit Documents, the Credit Facilities (as defined in the First Lien Credit Agreement as in effect on the Closing Date), the 2023 Notes, the Letter of Credit Facility, the Case, any reorganization plan in connection with the Case, and any and all transactions contemplated by the foregoing, including the write-off of any receivables, the termination or settlement of executory contracts, professional and accounting costs fees and expenses, management incentive, employee retention or similar plans (in each case to the extent such plan is approved by the Bankruptcy Court to the extent required), litigation costs and settlements, asset write-downs, income and gains recorded in connection with the corporate reorganization of the Debtors shall, in each case, be excluded.

In addition, to the extent not already included in Consolidated Net Income of the Borrower and its Restricted Subsidiaries, Consolidated Net Income shall include (x) the amount of proceeds received from business interruption insurance in respect of expenses, charges or losses with respect to business interruption, (y) reimbursements of any expenses or charges that are actually received and covered by indemnification or other reimbursement provisions, in each case, to the extent such expenses, charges or losses were deducted in the calculation of Consolidated Net Income, and (z)

the purchase accounting effects of adjustments (including the effects of such adjustments pushed down to the Borrower and its Restricted Subsidiaries) in component amounts required or permitted by GAAP (including in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue and debt line items thereof) and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and its Restricted Subsidiaries) as a result of any acquisition or other similar investment permitted under this Agreement, or the amortization or write-off of any amounts thereof.

"**Consolidated Secured Debt**" shall mean, as of any date of determination, Consolidated Total Debt at such date which either (i) is secured by a Lien on the Collateral (and other assets of the Borrower or any Restricted Subsidiary pledged to secure the Obligations pursuant to Section 10.2(cc)) or (ii) constitutes Capitalized Lease Obligations or purchase money Indebtedness of the Borrower or any Restricted Subsidiary that is secured by a Lien on any assets of Borrower or Restricted Subsidiary.

"**Consolidated Secured Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) Consolidated Secured Debt as of such date of determination to (b) Consolidated Adjusted EBITDA for the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) have been delivered.

"**Consolidated Total Assets**" shall mean, as of any date of determination, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption), after intercompany eliminations, on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries for the most recent Fiscal Year or fiscal quarter, as applicable, for which financial statements described in Section 9.1(a) or (b) have been delivered (or, if such date of determination is a date prior to the first date on which such consolidated balance sheet has been (or is required to have been) delivered pursuant to Section 9.1, on the pro forma financial statements delivered pursuant to Section 6.10 (and, in the case of any determination relating to any Specified Transaction, on a Pro Forma Basis including any property or assets being acquired in connection therewith)).

"**Consolidated Total Debt**" shall mean, as of any date of determination, (a) (x) (i) the aggregate outstanding principal amount of all Indebtedness of the types described in clause (a) (solely to the extent such Indebtedness matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the sole option of the Borrower or any Restricted Subsidiary, to a date more than one year from the date of its creation), clause (d) (but, in the case of clause (d), only to the extent of any unreimbursed drawings under any letter of credit which are not cash collateralized or backstopped) and clause (f) of the definition thereof, in each case actually owing by the Borrower and the Restricted Subsidiaries on such date and to the extent appearing on the balance sheet of the Borrower determined on a consolidated basis in accordance with GAAP and (ii) purchase money Indebtedness (and excluding, for the avoidance of doubt, Hedging Obligations and Cash Management Obligations (as defined in the First Lien Credit Agreement as in effect on the Closing Date)) of the Borrower and its Restricted Subsidiaries and (y) Guarantee Obligations of the Borrower and its Restricted Subsidiaries for the benefit of any Person (other than of the Borrower or any Restricted Subsidiary) of the type described in clause (x) above minus (b) the aggregate amount of all Unrestricted Cash minus (c)

amounts in the Term C Collateral Accounts (as defined in the First Lien Credit Agreement as in effect on the Closing Date), if any minus (d) cash and cash equivalents of the Borrower and its Restricted Subsidiaries that are restricted in favor of the Letter of Credit Facility or the Credit Facilities whether or not held in a pledged account.

"**Consolidated Total Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) Consolidated Total Debt as of such date of determination to (b) Consolidated Adjusted EBITDA for the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) have been delivered.

"**Contingent Obligation**" shall mean indemnification Obligations and other similar contingent Obligations for which no claim has been made in writing (but excluding, for the avoidance of doubt, amounts available to be drawn under Letters of Credit).

"**Contractual Requirement**" shall have the meaning provided in Section 8.3.

"**Converted Excluded Project Subsidiary**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA."

"**Converted Restricted Subsidiary**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA."

"**Converted Unrestricted Subsidiary**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA."

"**Corresponding Loan Amount**" shall have the meaning provided in Section 12.14(c).

"**Covered Commodity**" shall mean any energy, electricity, generation, capacity, power, heat rate, congestion, natural gas, natural gas liquids, nuclear fuel (including enrichment, conversion and fabrication rights), diesel fuel, fuel oil, other petroleum-based liquids, coal, lignite, feedstock, weather, emissions, carbon, renewable energy and other environmental credits, waste by-products, "cap and trade" related credits, or any other energy related commodity or service (including ancillary services, attributes with an economic value, and related risks (such as location basis)).

"**Credit Documents**" shall mean this Agreement, the Guarantee, the Security Documents, the Collateral Trust Agreement, each Letter of Credit and each other document designated in writing as such by the Borrower and Administrative Agent hereunder.

"**Credit Event**" shall mean and include the issuance of a Letter of Credit.

"**Credit Party**" shall mean each of the Borrower, each of the Subsidiary Guarantors and each other Restricted Subsidiary of the Borrower that is a guarantor under the Guarantee.

"**Cure Amount**" shall have the meaning provided in Section 11.14(a).

"**Cure Period**" shall have the meaning provided in Section 11.14(a).

"**Cure Right**" shall have the meaning provided in Section 11.14(a).

"**Debtors**" shall have the meaning provided in the recitals to this Agreement.

"**Default**" shall mean any event, act or condition that, with notice or lapse of time or both, would constitute an Event of Default.

"**Default Rate**" shall have the meaning provided in Section 4.1(e).

"**Disposed EBITDA**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA."

"**Disposed Entity or Business**" shall have the meaning provided in the definition of "Consolidated Adjusted EBITDA."

"**Disposition**" shall have the meaning provided in Section 10.4.

"**Disqualified Institutions**" shall mean (a) competitors of the Borrower or any of its Subsidiaries that are identified by the Borrower in writing to the Administrative Agent on or prior to the Closing Date or after the Closing Date and (b) certain banks, financial institutions, other institutional lenders and investors and other entities that are identified by the Borrower in writing to the Administrative Agent on or prior to the Closing Date or (iii) any affiliate of any person identified in clause (a) or (b) that is reasonably identifiable as such on the basis of such affiliate's name or otherwise identified in writing by the Borrower to the Administrative Agent from time to time (other than any bona fide debt fund affiliate); provided that no such identification after the date of a relevant assignment shall apply retroactively to disqualify any person that has previously, and properly, acquired (and continues to hold) an assignment or participation of an interest in the Letter of Credit Facility with respect to amounts previously acquired. The list of all Disqualified Institutions set forth in clauses (a) and (b) shall be made available to any L/C Issuer upon its written request.

"**Disqualified Stock**" shall mean, with respect to any Person, any Stock or Stock Equivalents of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely for Stock or Stock Equivalents that is not Disqualified Stock), other than as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of such change of control, asset sale or similar event shall be subject to the prior repayment in full of all Obligations (other than Contingent Obligations and the termination of the L/C Commitments), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof other than as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of such change of control, asset sale or similar event shall be subject to the prior repayment in full of all Obligations (other than Contingent Obligations and the termination of the L/C Commitments), in whole or in part, in each case prior to the date that is ninety-one (91) days after the Latest Maturity Date; provided that, if such Stock or Stock Equivalents are issued to any plan for the benefit of employees of the Borrower or any of its Subsidiaries or by any such plan to such employees, such Stock or Stock Equivalents shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower (or any direct or indirect parent

company thereof) or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations; provided, further, that any Stock or Stock Equivalents held by any present or former employee, officer, director, manager or consultant, of the Borrower, any of its Subsidiaries or any of its direct or indirect parent companies or any other entity in which the Borrower or any Restricted Subsidiary has an Investment and is designated in good faith as an "affiliate" by the Board of Directors of the Borrower, in each case pursuant to any stockholders' agreement, management equity plan or stock incentive plan or any other management or employee benefit plan or agreement or otherwise in order to satisfy applicable statutory or regulatory obligations or as a result of the termination, death or disability of such employee, officer, director, manager or consultant shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower or any of its Subsidiaries.

"**Dividends**" or "**dividends**" shall have the meaning provided in Section 10.6.

"**Dollars**" and "**$**" shall mean dollars in lawful currency of the United States of America.

"**Domestic Subsidiary**" shall mean each Subsidiary of the Borrower that is organized under the laws of the United States or any state thereof, or the District of Columbia.

"**Drawing**" shall have the meaning provided in Section 3.3(b).

"**EBITDA Lost as a Result of a Grid Outage**" shall mean, to the extent that any transmission or distribution lines go out of service (in connection with weather related events or otherwise), (x) the revenue not actually earned by the Borrower and its Restricted Subsidiaries that would otherwise have been earned (based on the good faith determination of the Borrower) with respect to any Unit within the first 12 month period that such transmission or distribution lines were out of service had such transmission or distribution lines not been out of service during such period and (y) the amount of any penalties or bonuses that are paid by the Borrower and its Restricted Subsidiaries as a result of such outage.

"**EBITDA Lost as a Result of a Unit Outage**" shall mean, to the extent that any Unit (i) is out of service as a result of any unplanned outage or shut down (in connection with weather related events or otherwise) or (ii) is prevented from operating at normal capacity due to extraordinary weather or other unplanned and extraordinary conditions that cause the Unit not to be able to operate at normal capacity (such failure described in this clause (ii), an "**Operations Failure**"), (x) the revenue not actually earned by the Borrower and its Restricted Subsidiaries that would otherwise have been earned (based on the good faith determination of the Borrower) with respect to any such Unit during the first 12 month period of any such outage, shut down or Operations Failure had such Unit not been out of service or in Operations Failure during such period and (y) the amount of any penalties or bonuses that are paid by the Borrower and its Restricted Subsidiaries as a result of such outage or Operations Failure.

"**EEA Financial Institution**" shall mean (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**" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EEA Resolution Authority**" shall mean 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.

"**Employee Benefit Plan**" shall mean an employee benefit plan (as defined in Section 3(3) of ERISA), other than a Foreign Plan, that is maintained or contributed to by a Credit Party (or, with respect to an employee benefit plan subject to Title IV of ERISA, any ERISA Affiliate).

"**Engagement and Commitment Letter**" shall mean that certain amended and restated engagement and commitment letter, dated April 28, 2023, among the Borrower, the L/C Issuer and the other Commitment Parties party thereto.

"**Environmental CapEx**" shall mean Capital Expenditures and other costs deemed reasonably necessary by the Borrower or any Restricted Subsidiary, or otherwise undertaken voluntarily by the Borrower or any Restricted Subsidiary, to comply with, or in anticipation of having to comply with, applicable Environmental Laws, or Capital Expenditures otherwise undertaken voluntarily by the Borrower or any Restricted Subsidiary in connection with environmental matters.

"**Environmental CapEx Debt**" shall mean Indebtedness of the Borrower or its Restricted Subsidiaries incurred for the purpose of financing Environmental CapEx.

"**Environmental Claims**" shall mean any and all written actions, suits, proceedings, orders, decrees, demands, demand letters, claims, liens, notices of noncompliance, violation or potential responsibility or investigation (other than reports prepared by or on behalf of the Borrower or any other Subsidiary of the Borrower (a) in the ordinary course of such Person's business or (b) as required in connection with a financing transaction or an acquisition or disposition of Real Estate), in each case, materially relating to any applicable Environmental Law or any permit issued, or any approval given, under any applicable Environmental Law (hereinafter, "**Claims**"), including (i) any and all Claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief relating to the presence, release or threatened release into the environment of Hazardous Materials or arising from alleged injury or threat of injury to human health or safety (in each case, to the extent relating to human exposure to Hazardous Materials), or to the environment, including ambient air, indoor air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands.

"**Environmental Law**" shall mean any applicable federal, state, foreign or local statute, law, rule, regulation, ordinance, code or rule of common law now (or, with respect to any post-Closing Date requirements of the Credit Documents, hereafter in effect), in each case as amended, and any legally

binding judicial or administrative interpretation thereof, including any legally binding judicial or administrative order, consent decree or judgment, relating to the protection of the environment, including ambient air, indoor air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands, or to human health or safety (in each case, to the extent relating to human exposure to Hazardous Materials), or Hazardous Materials.

"**Equity Offering**" shall mean any public or private sale of common stock or Preferred Stock of the Borrower or any of its direct or indirect parent companies (excluding Disqualified Stock), other than: (a) public offerings with respect to the Borrower's or any direct or indirect parent company's common stock registered on Form S-8; (b) issuances to any Subsidiary of the Borrower or any such parent; and (c) any Cure Amount.

"**Equity Rights Offering**" shall have the meaning provided in the recitals to this Agreement.

"**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time. Section references to ERISA are to ERISA as in effect on the Closing Date and any subsequent provisions of ERISA amendatory thereof, supplemental thereto or substituted therefor.

"**ERISA Affiliate**" shall mean each person (as defined in Section 3(9) of ERISA) that together with the Borrower or any Restricted Subsidiary of the Borrower would be deemed to be a "single employer" within the meaning of Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"**ERISA Event**" shall mean (i) the failure of any Employee Benefit Plan to comply with any provisions of ERISA and/or the Code or with the terms of such Employee Benefit Plan; (ii) any Reportable Event; (iii) the existence with respect to any Employee Benefit Plan of a non-exempt Prohibited Transaction; (iv) any failure by any Benefit Plan to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Benefit Plan, whether or not waived; (v) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Benefit Plan; (vi) the occurrence of any event or condition which would reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Benefit Plan or the incurrence by any Credit Party or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Benefit Plan, including but not limited to the imposition of any Lien in favor of the PBGC or any Benefit Plan; (vii) the receipt by any Credit Party or any of its ERISA Affiliates from the PBGC or a plan administrator of any written notice to terminate any Benefit Plan under Section 4042(a) of ERISA or to appoint a trustee to administer any Benefit Plan under Section 4042(b)(1) of ERISA; (viii) the incurrence by any Credit Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Benefit Plan (or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA) or Multiemployer Plan; or (ix) the receipt by any Credit Party or any of its ERISA Affiliates of any notice concerning the imposition on it of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, Insolvent, or terminated (within the meaning of Section 4041A of ERISA).

"**Erroneous Payment Return Deficiency**" shall have the meaning provided in Section 12.14(c).

"**Erroneous Payment**" shall have the meaning provided in Section 12.14(a).

"**EU Bail-In Legislation Schedule**" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"**Event of Default**" shall have the meaning provided in Section 11.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Rate**" shall mean on any day with respect to any currency, the rate at which such currency may be exchanged into any other currency, as set forth at approximately 11:00 a.m. (London time) on such day on the Reuters World Currency Page for such currency. In the event that such rate does not appear on any Reuters World Currency Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower, or, in the absence of such agreement, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 10:00 a.m., local time, on such date for the purchase of the relevant currency for delivery two Business Days later.

"**Excluded Affiliates**" shall mean members of any L/C Issuer or any of its affiliates that are engaged as principals primarily in private equity, mezzanine financing or venture capital or are known by any L/C Issuer to be engaged in advising creditors receiving distributions in connection with the Plan or any other Person involved in the negotiation of the Plan (other than the Borrower any direct or indirect parent of the Borrower and its Subsidiaries), including through the provision of advisory services other than a limited number of senior employees who are required, in accordance with industry regulations or any L/C Issuer's internal policies and procedures to act in a supervisory capacity and any L/C Issuer's internal legal, compliance, risk management, credit or investment committee members.

"**Excluded Collateral**" shall mean (a) Excluded Stock and Stock Equivalents and (b) Excluded Property.

"**Excluded Project Subsidiary**" shall mean (a) any Non-Recourse Subsidiary of the Borrower that is formed or acquired after the Closing Date; provided that at such time (or promptly thereafter) the Borrower designates such Subsidiary an "Excluded Project Subsidiary" in a written notice to the Administrative Agent, (b) any Restricted Subsidiary subsequently designated as an "Excluded Project Subsidiary" by the Borrower in a written notice to the Administrative Agent and (c) each Restricted Subsidiary of an Excluded Project Subsidiary; provided that in the case of clauses (a) and (b), (x) such designation shall be deemed to be an Investment (or reduction in an outstanding Investment, in the case of a designation of an Excluded Project Subsidiary as a Restricted Subsidiary, to the extent not resulting in an increase to the Applicable Amount) on the date of such designation in an amount equal to the net book value of the investment therein and

such designation shall be permitted only to the extent permitted under Section 10.5 on the date of such designation, (y) no Event of Default exists or would result from such designation after giving Pro Forma Effect thereto and (z) in the case of (b), the Restricted Subsidiary to be so designated as an Excluded Project Subsidiary, does not (directly or indirectly through its Subsidiaries) at such time own any Stock of, or own or hold any Lien on any property of, the Borrower or any of its Restricted Subsidiaries. No Restricted Subsidiary may be designated as an Excluded Project Subsidiary if, after such designation, it would be a "Restricted Subsidiary" for the purpose of (or otherwise subject to the covenants governing) any Material Indebtedness for borrowed money that is secured on a *pari passu* basis with the Letter of Credit Facility. The Borrower may, by written notice to the Administrative Agent, redesignate any Excluded Project Subsidiary as a Restricted Subsidiary, and thereafter, such Subsidiary shall no longer constitute an Excluded Project Subsidiary, but only if (x) to the extent such Subsidiary has outstanding Indebtedness on the date of such designation, immediately after giving effect to such designation, the Borrower shall be in compliance, on a Pro Forma Basis, after giving effect to the incurrence of such Indebtedness, with the covenant set forth in Section 10.9 (to the extent such covenant is then required to be tested) and (y) no Event of Default exists or would result from such re-designation. If, at any time, any Excluded Project Subsidiary remains a Restricted Subsidiary of the Borrower, but fails to meet the requirements set forth in the definition of "Non-Recourse Subsidiary," it will thereafter cease to be an Excluded Project Subsidiary for the purposes of this Agreement and, unless it is, or has been, designated as an Unrestricted Subsidiary at or prior to the time of such failure, such Subsidiary shall be deemed to be a Restricted Subsidiary for all purposes of this Agreement and the other Credit Documents and any then outstanding Indebtedness of such Subsidiary that would otherwise only have been permitted to have been incurred by an Excluded Project Subsidiary will be deemed to be incurred by a Restricted Subsidiary that is not an Excluded Project Subsidiary as of such date.

"**Excluded Property**" shall mean (i) a security interest or Lien pursuant to this Agreement or any other Credit Document in the applicable Credit Party's right, title or interest in any property that could result in material adverse accounting or regulatory consequences, as reasonably determined by the Borrower in consultation with the Administrative Agent, (ii) any vehicles, airplanes and other assets subject to certificates of title; (iii) letter-of-credit rights (other than supporting obligations); (iv) any property subject to a Permitted Lien securing a purchase money agreement, Capital Lease or similar arrangement permitted under this Agreement to the extent, and for so long as, the creation of a security interest therein is prohibited thereby (or otherwise requires consent, provided that there shall be no obligation to seek such consent) or creates a right of termination or favor of a third party, in each case, excluding the proceeds and receivables thereof to the extent not otherwise constituting Excluded Property; (v) (x) all leasehold interests in real property (including, for the avoidance of doubt, any requirement to obtain any landlord or other third party waivers, estoppels, consents or collateral access letters in respect of such leasehold interests) and (y) any parcel of Real Estate and the improvements thereto owned in fee by a Credit Party with a fair market value of less than $20,000,000 (determined by the Borrower in good faith as of the Closing Date (or, if later, at the time of acquisition or contribution thereof)) (but not any Collateral located thereon) or any parcel of Real Estate and the improvements thereto owned in fee by a Credit Party outside the United States; (vi) any "intent to use" trademark application filed and accepted in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office to the extent, if any, that, and solely during the period, if any, in which the grant

of security interest therein could impair the validity or enforceability of such "intent to use" trademark application under federal law; (vii) any charter, permit, franchise, authorization, lease, license or agreement, in each case, only to the extent and for so long as the grant of a security interest therein (or the assets subject thereto) by the applicable Credit Party (w) would result in the creation of a security interest thereunder or create a right of termination in favor of any party thereto, (x) would violate, or would invalidate, such charter, permit, franchise, authorization, lease, license, or agreement or (y) would give any party (other than a Credit Party) to any such charter, permit, franchise, authorization, lease, license or agreement the right to terminate its obligations thereunder or (z) is permitted under such charter, permit, franchise, lease, license or agreement only with consent of the parties thereto (other than consent of a Credit Party) and such necessary consents to such grant of a security interest have not been obtained (it being understood and agreed that no Credit Party or Restricted Subsidiary has any obligation to obtain such consents) other than, in each case referred to in clauses (x) and (y) and (z), as would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction, in each case excluding the proceeds and receivables thereof which are not otherwise Securitization Assets; (viii) any Commercial Tort Claim (as defined in the Security Agreement) for which no claim has been made or with a value of less than $25,000,000 for which a claim has been made; (ix) any Excluded Stock and Stock Equivalents; (x) assets of Unrestricted Subsidiaries, Excluded Project Subsidiaries, Immaterial Subsidiaries (other than, in the case of Immaterial Subsidiaries, to the extent a perfected security interest therein can be obtained by filing a UCC-1 financing statement), Captive Insurance Subsidiaries and special purposes entities, including any Receivables Entity or any Securitization Subsidiary; (xi) any assets with respect to which, the Borrower and the Administrative Agent reasonably determine, the cost or other consequences of granting a security interest or obtaining title insurance in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom; (xii) any assets with respect to which granting a security interest in such assets in favor of the Secured Parties under the Security Documents could reasonably be expected to result in a material adverse tax or regulatory consequence as reasonably determined by the Borrower in consultation with the Administrative Agent; (xiii) any margin stock; (xiv) Receivables Facility Assets in connection with a Permitted Receivables Financing or Securitization Assets in connection with a Qualified Securitization Financing; (xv) amounts payable to any Credit Party that such Credit Party is collecting on behalf of Persons that are not Credit Parties; (xvi) any assets with respect to which granting a security interest in such assets is prohibited by or would violate law, treaty, rule, or regulation (including regulations adopted by FERC and/or the Nuclear Regulatory Commission) or determination of an arbitrator or a court or other Governmental Authority or which would require obtaining the consent, approval, license or authorization of any Governmental Authority (unless such consent, approval, license or authorization has been received; provided that there shall be no obligation to obtain such consent) or create a right of termination in favor of any governmental or regulatory third party, in each case after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction or other Applicable Law, excluding the proceeds and receivables thereof (to the extent not otherwise constituting Excluded Collateral); (xvii) cash and cash equivalents that are pledged or otherwise transferred in support of Hedging Obligations in respect of a transaction permitted hereunder; (xviii) sales tax, payroll or other trust accounts holding funds solely for the benefit of third parties that are not Credit Parties; (xix) any assets, including any stock or equity interests in another entity, owned by a non-U.S. Subsidiary that is a CFC or CFC Holdings Company and (xx)

sales tax, payroll or other trust accounts holding funds solely for the benefit of third parties that are not Credit Parties.

"**Excluded Stock and Stock Equivalents**" shall mean (i) any Stock or Stock Equivalents with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower, the burden or cost of pledging such Stock or Stock Equivalents in favor of the Collateral Representative under the Security Documents shall be excessive in view of the benefits to be obtained by the L/C Issuers therefrom, (ii) solely in the case of any pledge of Voting Stock of any Foreign Subsidiary that is a CFC or any CFC Holding Company, in each case, owned directly by a Credit Party, any Voting Stock in excess of 65% of each outstanding class of Voting Stock of such Foreign Subsidiary that is a CFC or any CFC Holding Company, (iii) any Stock or Stock Equivalents to the extent the pledge thereof would violate any applicable Requirement of Law or, any Contractual Requirement (including any legally effective requirement to obtain the consent or approval of, or a license from, any Governmental Authority or any other regulatory third party unless such consent, approval or license has been obtained (it being understood that the foregoing shall not be deemed to obligate the Borrower or any Subsidiary of the Borrower to obtain any such consent, approval or license)), (iv) any Stock or Stock Equivalents of each Subsidiary to the extent that a pledge thereof to secure the Obligations is prohibited by any applicable Organizational Document of such Subsidiary or requires third party consent (other than the consent of a Credit Party), unless consent has been obtained to consummate such pledge (it being understood that the foregoing shall not be deemed to obligate the Borrower or any Subsidiary to obtain any such consent), (v) Stock or Stock Equivalents of any non- Wholly Owned Subsidiary, (vi) any Stock or Stock Equivalents of any Subsidiary to the extent that the pledge of such Stock or Stock Equivalents could reasonably be expected to result in material adverse tax, regulatory or accounting consequences to the Borrower or any Subsidiary as reasonably determined by the Borrower in consultation with the Administrative Agent, (vii) any Stock or Stock Equivalents that are margin stock, (viii) any Stock and Stock Equivalents owned by a CFC or a CFC Holding Company, (ix) any Stock and Stock Equivalents of any Unrestricted Subsidiary, any Excluded Project Subsidiary, any Immaterial Subsidiary (other than, in the case of Immaterial Subsidiaries, to the extent a perfected security interest therein can be obtained by filing a UCC-1 financing statement), any Captive Insurance Subsidiary, any Broker-Dealer Subsidiary, any not-for-profit Subsidiary and any special purpose entity (including any Receivables Entity and any Securitization Subsidiary) and (x) nominee or qualifying shares (but solely to the extent the issuance with respect to which is required pursuant to Applicable Law); provided that Excluded Stock and Stock Equivalents shall not include proceeds of the foregoing property to the extent otherwise constituting Collateral.

"**Excluded Subsidiary**" shall mean (a) each Domestic Subsidiary listed on Schedule 1.1(d) hereto and each future Domestic Subsidiary, in each case, for so long as any such Subsidiary does not constitute a Material Subsidiary as of the most recently ended fiscal quarter or Fiscal Year, as applicable, for which financial statements described in Section 9.1(a) or (b) have been delivered, (b) subject to the proviso to clause (b) of Section 12.13, each Domestic Subsidiary that is not a Wholly Owned Subsidiary or otherwise constitutes a joint venture (for so long as such Subsidiary remains a non-Wholly Owned Restricted Subsidiary or joint venture), (c) any CFC or CFC Holding Company, (d) each Domestic Subsidiary that is (i) prohibited by any applicable (x) Contractual Requirement, (y) Applicable Law (including without limitation as a result of applicable financial assistance, directors' duties or corporate benefit requirements) or (z) Organizational Document (in

the case of clauses (x) and (z), in effect on the Closing Date or any date of acquisition of such Subsidiary (to the extent such prohibition was not entered into in contemplation of the Guarantee)) from guaranteeing or granting Liens to secure the Obligations at the time such Subsidiary becomes a Restricted Subsidiary (and for so long as such restriction or any replacement or renewal thereof is in effect), or (ii) required to obtain consent, approval, license or authorization of a Governmental Authority for such guarantee or grant (unless such consent, approval, license or authorization has already been received); provided that there shall be no obligation to obtain such consent, (e) each Domestic Subsidiary of a Foreign Subsidiary that is a CFC or CFC Holding Company, (f) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower, the cost or other consequences (including any adverse tax, regulatory or accounting consequences) of guaranteeing the Obligations shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom, (g) each Unrestricted Subsidiary, (h) any Foreign Subsidiary, (i) any special purpose "bankruptcy remote" entity, including any Receivables Entity and any Securitization Subsidiary, (j) any Subsidiary to the extent that the guarantee of the Obligations by such Subsidiary could reasonably be expected to result in a material adverse tax or regulatory consequences to the Borrower or any of its Subsidiaries (as determined by the Borrower in consultation with the Administrative Agent), (k) any Captive Insurance Subsidiary, (l) any non-profit Subsidiary, (m) any Broker-Dealer Subsidiary, or (n) any Excluded Project Subsidiary.

"**Excluded Taxes**" shall mean, with respect to any Recipient of any payment to be made by or on account of any obligation of any Credit Party under any Credit Document, (a) net income Taxes (however denominated) and franchise and branch profits Taxes, in each case, (i) imposed on such Recipient by a jurisdiction under the laws of which such Recipient is organized or in which its principal office is located or (ii) that are Other Connection Taxes, (b) any U.S. federal withholding Tax that is imposed on amounts payable to a Recipient under the law in effect on the Closing Date; provided that this subclause (b) shall not apply to the extent that the indemnity payments or additional amounts such Recipient would be entitled to receive (without regard to this subclause (b)) do not exceed the indemnity payment or additional amounts that the person making the assignment, participation or transfer to such Recipient would have been entitled to receive pursuant to Section 5.2 in the absence of such assignment (it being understood and agreed, for the avoidance of doubt, that any withholding Tax imposed on a Recipient solely as a result of a Change in Law occurring after the time such Recipient became a party to this Agreement shall not be an Excluded Tax under this subclause (b)), (c) any Tax to the extent attributable to such Recipient's failure to comply with Sections 5.2(d), 5.2(e) and 5.2(i) in the case of any Non-U.S. Recipient or Section 5.2(h) in the case of a U.S. Recipient and (d) any Taxes imposed by FATCA.

"**Existing Letters of Credit**" shall mean the Letters of Credit listed on Schedule 1.1(b).

"**Expenses Relating to a Unit Outage**" shall mean an amount (which may be negative) equal to (x) any expenses or other charges as a result of any (i) outage or shut-down (in connection with weather related events or otherwise) or (ii) Operations Failure of any Unit, including any expenses or charges relating to (a) restarting any such Unit so that it may be placed back in service after such outage, shut-down or Operations Failure, (b) purchases of power, natural gas or heat rate to meet commitments to sell, or offset a short position in, power, natural gas or heat rate that would otherwise have been met or offset from production generated by such Unit during the period of such outage, shut-down or Operations Failure, (c) starting up, operating, maintaining and shutting down any other Unit that would not otherwise have been operating absent such outage,

shut-down or Operations Failure, including the fuel and other operating expenses, incurred to start-up, operate, maintain and shut-down such Unit and that are required during the period of time that such Unit suffering an outage, shut-down or Operations Failure is out of service or in Operations Failure in order to meet the commitments of such Unit suffering an outage, shut down or Operations Failure to sell, or offset a short position in, power, natural gas or heat rate and (d) penalties that are paid by the Borrower and its Restricted Subsidiaries as a result of such outage, shut-down or Operations Failure less (y) any expenses or charges not in fact incurred (including fuel and other operating expenses) that would have been incurred absent such outage, shut-down or Operations Failure.

FERC" shall mean the U.S. Federal Energy Regulatory Commission or any successor

"**FATCA**" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury regulations promulgated thereunder or official administrative interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreement (or related laws, rules or official administrative guidance) implementing the foregoing "**Fees**" shall mean all amounts payable pursuant to, or referred to in, Section 4.1. agency thereto.

"**First Lien Administrative Agent**" shall mean Citibank, N.A. (and any successor thereto), in its capacity as administrative agent under the First Lien Credit Agreement "**First Lien Credit Agreement**" shall mean that certain Credit Agreement, dated as of the date hereof, among the Borrower, the lenders and letter of credit issuers from time to time party thereto and Citibank, N.A., as administrative agent and collateral agent, as such document may be amended, restated, supplemented, Refinanced or otherwise modified from time to time.

"**First Lien Intercreditor Agreement**" shall mean an Intercreditor Agreement among the representative of such holders of First Lien Obligations, the Collateral Representative, the Credit Parties and any First Lien Secured Parties from time to time party thereto, at any time after the Closing Date, in a form that is reasonably satisfactory in form and substance to the Borrower and the Collateral Agent.

"**First Lien Obligations**" shall mean, collectively, (i) the Obligations, (ii) the Indebtedness and related obligations with respect to the 2023 Notes, (iii) the Indebtedness and related obligations with respect to the First Lien Credit Agreement and (iv) the Indebtedness and related obligations which are permitted hereunder to be secured by Liens on the Collateral that rank *pari passu* (but without regard to the control of remedies) with the Liens securing the Obligations; provided that such Indebtedness and related obligations have been added to the Collateral Trust Agreement in accordance with its terms.

"**First Lien Secured Parties**" shall mean, collectively, (i) the Secured Parties and (ii) each other First Lien Secured Party (as defined in the Collateral Trust Agreement).

"**Fiscal Year**" shall have the meaning provided in Section 9.10.

"**Fitch**" shall mean Fitch Ratings Ltd. and any successor to its rating agency business.

"**Fixed Amounts**" shall have the meaning provided in Section 1.15.

"**Flood Laws**" shall mean collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Reform Act of 2004 as now or hereafter in effect or any successor statute thereto, and (iii) the Biggert- Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"**Foreign Plan**" shall mean any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by the Borrower or any of its Subsidiaries with respect to employees employed outside the United States.

"**Foreign Subsidiary**" shall mean each Subsidiary of the Borrower that is not a Domestic Subsidiary.

"**FPA**" shall mean the Federal Power Act, as amended to the date hereof and from time to time hereafter.

"**GAAP**" shall mean generally accepted accounting principles in the United States of America, as in effect from time to time; provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required L/C Issuers request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

"**Governmental Authority**" shall mean any nation, sovereign or government, any state, province, territory or other political subdivision thereof, and any entity or authority exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government or any governmental or non-governmental authority regulating the generation and/or transmission of energy, including PJM, a central bank, stock exchange or any other ISO or RTO.

"**Guarantee**" shall mean the Guarantee made by each Guarantor in favor of the Collateral Trustee for the benefit of the Secured Parties, substantially in the form of Exhibit G.

"**Guarantee Obligations**" shall mean, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness of any other Person (the "**primary obligor**") in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent, (a) to purchase any such Indebtedness or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such Indebtedness or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such Indebtedness of the ability of the primary obligor to make payment of such Indebtedness or (d) otherwise to assure

or hold harmless the owner of such Indebtedness against loss in respect thereof; provided, however, that the term "**Guarantee Obligations**" shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee Obligation is made 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.

"**Guarantors**" shall mean (a) each Domestic Subsidiary (other than an Excluded Subsidiary) on the Closing Date and (b) each Domestic Subsidiary that becomes a party to the Guarantee on or after the Closing Date pursuant to Section 9.11 or otherwise.

"**Hazardous Materials**" shall mean (a) any petroleum or petroleum products spilled or released into the environment, radioactive materials, friable asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous waste," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "toxic pollutants," "contaminants," or "pollutants," or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, for which a release into the environment is prohibited, limited or regulated by any Environmental Law.

"**Hedging Agreements**" shall mean (a) any transaction (whether financial or physical) (including an agreement with respect to any such transaction) (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (whether financial or physical) (including any option with respect to any of these transactions), (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made or (iii) any other similar transactions or any combination of any of the foregoing (whether financial or physical) (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such

master agreement, together with any related schedules, annexes, supplements, definitional sets, and other documents, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement and (c) any Commodity Hedging Agreement; and, in the case of clauses (a), (b) and (c), whether bilateral, over-the-counter, financial or physical, on or through an exchange or other execution facility, on or through a system, platform or portal operated by an ISO or RTO, cleared through a clearing house, clearing organization or clearing agency, or otherwise.

"**Hedging Obligations**" shall mean, with respect to any Person, the obligations of such Person under Hedging Agreements.

"**Historical Financials**" shall mean (i) the audited consolidated balance sheet and the related audited consolidated statements of income, cash flows and shareholders' equity of the Borrower and its Subsidiaries as of and for the Fiscal Years ended December 31, 2021 and December 31, 2022 and (ii) the unaudited consolidated balance sheet and the related consolidated statements of income and cash flows of the Borrower and its Subsidiaries as of and for each subsequent fiscal quarter (other than the fourth fiscal quarter of the Borrower's Fiscal Year) ended at least 50 days before the Closing Date.

"**Immaterial Subsidiary**" shall mean each Subsidiary of the Borrower that is not a Material Subsidiary.

"**Incurrence-Based Amounts**" shall have the meaning provided in Section 1.15.

"**Indebtedness**" of any Person shall mean (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (c) the deferred purchase price of assets or services that in accordance with GAAP would be included as a liability on the balance sheet of such Person, (d) the available balance of all letters of credit issued for the account of such Person and, without duplication, all drafts drawn thereunder, (e) all Indebtedness of any other Person secured by any Lien on any property owned by such Person, whether or not such Indebtedness has been assumed by such Person, (f) the principal component of all Capitalized Lease Obligations of such Person, (g) the Swap Termination Value of Hedging Obligations of such Person, (h) without duplication, all Guarantee Obligations of such Person, (i) Disqualified Stock of such Person and (j) Receivables Indebtedness of such Person; provided that Indebtedness shall not include (i) trade and other ordinary course payables and accrued expenses arising in the ordinary course of business, (ii) deferred or prepaid revenue, (iii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller, (iv) amounts payable by and between the Borrower and any of its Subsidiaries in connection with retail clawback or other regulatory transition issues, (v) any Indebtedness defeased by such Person or by any Subsidiary of such Person, (vi) contingent obligations incurred in the ordinary course of business, (vii) [reserved], (viii) Performance Guaranties, and (ix) earnouts until earned, due and payable and not paid for a period of thirty (30) days (solely to the extent reflected as a liability on the balance sheet of such Person). The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid principal amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

For all purposes hereof, the Indebtedness of the Borrower and the Restricted Subsidiaries shall (i) exclude all intercompany Indebtedness among the Borrower and its Subsidiaries having a term not exceeding 365 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business, and (ii) obligations constituting Non-Recourse Debt shall only constitute "Indebtedness" for purposes of Section 10.1, Section 10.2 and Section 10.10 and not for any other purpose hereunder.

"**Indemnified Liabilities**" shall have the meaning provided in Section 13.5.

"**Indemnified Taxes**" shall mean all Taxes imposed on or with respect to any payment made by or on account of any obligation of the Borrower or any Guarantor (including Other Taxes) other than (i) Excluded Taxes and (ii) any interest, penalties or expenses caused by the applicable Recipient's gross negligence or willful misconduct.

"**Independent Financial Advisor**" shall mean an accounting firm, appraisal firm, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is disinterested with respect to the applicable transaction.

"**Insolvent**" shall mean, with respect to any Multiemployer Plan, the condition that such Multiemployer Plan is insolvent within the meaning of Section 4245 of ERISA.

"**Intercompany Subordinated Note**" shall mean the Intercompany Note, dated as of the Closing Date, executed by the Borrower and each Restricted Subsidiary of the Borrower party thereto.

"**Investment**" shall mean, for any Person: (a) the acquisition (whether for cash, property, services or securities or otherwise) of Stock, Stock Equivalents, bonds, notes, debentures, partnership, limited liability company membership or other ownership interests or other securities of any other Person (including any "short sale" or any sale of any securities at a time when such securities are not owned by the Person entering into such sale); (b) the making of any deposit with, or advance, loan or other extension of credit to, any other Person (including the purchase of property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such other Person) (including any partnership or joint venture); (c) the entering into of any Guarantee Obligation with respect to Indebtedness; or (d) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person; provided that, in the event that any Investment is made by the Borrower or any Restricted Subsidiary in any Person through substantially concurrent interim transfers of any amount through one or more other Restricted Subsidiaries, then such other substantially concurrent interim transfers shall be disregarded for purposes of Section 10.5. The amount of any Investment outstanding at any time shall be the original cost of such Investment reduced (except in the case of (x) Investments made using the Applicable Amount pursuant to Section 10.05(v)(y) and (y) Returns which increase the Applicable Amount pursuant to clauses (a)(iii), (iv), (v) and (vii) of the definition thereof) by any Returns of the Borrower or a Restricted Subsidiary in respect of such Investment (provided that, with respect to amounts received other than in the form of cash

or Permitted Investments, such amount shall be equal to the fair market value of such consideration).

"**IPO Listco**" shall mean a wholly owned Subsidiary of the Borrower or any Parent Entity of the Borrower formed in contemplation of any Qualifying IPO.

"**IPO Reorganization Transaction**" shall mean transactions taken in connection with and reasonably related to consummating a Qualifying IPO, so long as, after giving effect thereto, the security interest of the Collateral Representative, for the benefit of the L/C Issuers, in the Collateral, taken as a whole, is not materially impaired.

"**IPOCo Transactions**" shall mean the transactions in connection with the formation and capitalization of IPO Listco prior to and in connection with and reasonably related to a Qualifying IPO, including, without limitation, (1) the legal formation of IPO Listco and one or more Subsidiaries of the Permitted Holders to own interests therein, (2) the contribution, directly or indirectly, of the Stock of the Borrower and other Subsidiaries of the Borrower to IPO Listco, or the other acquisition by IPO Listco thereof, (3) the conversion of the outstanding Stock in the Borrower into a new class of Stock in the Borrower, (4) the distribution by the Borrower to the Permitted Holders of any proceeds from the 2023 Notes and cash generated from operations, (5) the issuance of Stock of IPO Listco or the Borrower to the public and the use of proceeds therefrom to pay transaction expenses, distribute funds as a reimbursement for capital expenditures, and other purposes approved by a Permitted Holder, (6) the execution, delivery and performance of customary documentation (and amendments to existing documentation) governing the relations between and among the Borrower, IPO Listco, the Permitted Holders and their respective Subsidiaries and (7) any other transactions and documentation reasonably related to the foregoing or necessary or appropriate in the view of the Permitted Holders or the board of directors of the Borrower or any direct or indirect Parent Entity in connection with a Qualifying IPO.

"**ISO**" shall mean "independent system operator," as further defined by FERC policies, orders and regulations.

"**ISP**" shall mean, with respect to any Letter of Credit, the "International Standby Practices 1998" published in the International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the time of issuance).

"**Issuance Fee**" shall have the meaning provided in Section 4.1(c).

"**Issuer Documents**" shall mean with respect to any Letter of Credit, the Letter of Credit Request, and any other document, agreement and instrument entered into by a L/C Issuer and the Borrower or any of its Subsidiaries or in favor of a L/C Issuer and relating to such Letter of Credit.

"**Junior Indebtedness**" shall have the meaning provided in Section 10.7(a).

"**Junior Lien Intercreditor Agreement**" shall mean an Intercreditor Agreement among the representative of such holders of Indebtedness junior to the Obligations, the Collateral Agent, the Collateral Trustee (if applicable), the Borrower and any First Lien Secured Parties from time to time party thereto, whether on the Closing Date or at any time thereafter, substantially in the

form of Exhibit F or in a form that is reasonably satisfactory in form and substance to the Borrower and the Collateral Agent.

"**Latest Maturity Date**" shall mean, at any date of determination, the latest Maturity Date applicable to any L/C Commitments hereunder as of such date of determination.

"**Latest Term Maturity Date**" shall have the meaning provided in the First Lien Credit Agreement as in effect on the Closing Date.

"**L/C Commitment**" shall mean (a) with respect to the L/C Issuer on the Closing Date, the amount set forth opposite the L/C Issuer's name on Schedule 1.1(a) as the L/C Issuer's "L/C Commitment" and (b) in the case of any Person that becomes an L/C Issuer after the Closing Date, the amount specified as such Person's applicable "L/C Commitment" in the Assignment and Acceptance pursuant to which such Person assumed a portion of the L/C Commitment. On the Closing Date, the aggregate amount of the L/C Commitments is $75,000,000, as the same may be reduced from time to time pursuant to Section 4.2.

"**L/C Covenant Cure**" shall have the meaning provided in Section 11.12(c).

"**L/C Fee**" shall have the meaning provided in Section 4.1(b).

"**L/C Issuer**" shall mean Barclays Bank PLC or any Person that becomes an L/C Issuer after the Closing Date pursuant to the terms hereof. Any L/C Issuer may, in its discretion, arrange for one or more Letters of Credit to be issued by its Affiliates that are reasonably acceptable to the Borrower, and in each such case the term "L/C Issuer" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate or such L/C Issuer.

"**L/C Maximum Amount**" shall have the meaning provided in Section 11.14(d).

"**L/C Obligations**" shall mean, as at any date of determination, the aggregate Stated Amount of all outstanding Letters of Credit plus the aggregate principal amount of all Unpaid Drawings under all Letters of Credit. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of any law or rule of uniform practices to which any Letter of Credit is subject (including Rule 3.13 and Rule 3.14 of the ISP) or similar terms in the Letter of Credit itself, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"**L/C Termination Date**" shall mean the date that is five Business Days prior to the Maturity Date.

"**LCT Election**" shall have the meaning provided in Section 1.10.

"**LCT Test Date**" shall have the meaning provided in Section 1.10.

"**Lender Presentation**" shall mean the Lender Presentation dated April 20, 2023, relating to the Transactions.

"**Letter of Credit**" shall mean each standby letter of credit issued pursuant to Section 3.1(a)(i).

"**Letter of Credit Facility**" shall mean the L/C Commitment and the extensions of credit thereunder.

"**Letter of Credit Request**" shall have the meaning provided in Section 3.2(a).

"**Letters of Credit Outstanding**" shall mean, at any time, with respect to any L/C Issuer, the sum of, without duplication, (a) the aggregate Stated Amount of all outstanding Letters of Credit issued by such L/C Issuer and (b) the aggregate principal amount of all Unpaid Drawings in respect of all such Letters of Credit. References herein and in the other Credit Documents to the Letters of Credit Outstanding shall be deemed to refer to the Letters of Credit Outstanding in respect of all Letters of Credit issued by the applicable L/C Issuer or to the Letters of Credit Outstanding in respect of all Letters of Credit, as the context requires.

"**Lien**" shall mean any mortgage, pledge, security interest, hypothecation, collateral assignment, lien (statutory or other) or similar encumbrance (including any conditional sale or other title retention agreement or any lease or license in the nature thereof); provided that in no event shall an operating lease be deemed to be a Lien.

"**Limited Condition Transaction**" shall mean (i) any Permitted Acquisition or other permitted acquisition or Investment, merger or other similar transaction that the Borrower or one or more of its Restricted Subsidiaries is contractually committed to consummate and whose consummation is not conditioned on the availability of, or on obtaining, third party financing and (ii) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment.

"**LMBE-MC Facility**" shall mean the Credit and Guaranty Agreement, dated as of December 3, 2018, entered into by and among MC Project Company LLC, a Delaware limited liability company, LMBE Project Company LLC, a Delaware limited liability company, LMBE-MC Holdco I LLC, a Delaware limited liability company, LMBE-MC Holdco II LLC, a Delaware limited liability company, the lenders from time to time party thereto, MUFG Union Bank, N.A., as the initial issuing bank, and MUFG Bank, Ltd., as administrative agent for the lender parties (as amended, restated, supplemented or otherwise modified).

"**Management Investors**" shall mean the officers, directors, employees and other members of the management of any parent of the Borrower, the Borrower or any of the Borrower's respective Subsidiaries, or family members or relatives of any thereof (provided that, solely for purposes of the definition of "Permitted Holders," such relatives shall include only those Persons who are or become Management Investors in connection with estate planning for or inheritance from other Management Investors, as determined in good faith by the Borrower), or trusts, partnerships or limited liability companies for the benefit of any of the foregoing, or any of their heirs, executors, successors and legal representatives, who at any date beneficially own or have the right to acquire, directly or indirectly, Stock of the Borrower or any parent of the Borrower.

Master Agreement" shall have the meaning provided in the definition of "Hedging Agreement."

"**Material Adverse Effect**" shall mean any circumstances or conditions affecting the business, assets, operations, properties or financial condition of the Borrower and its Subsidiaries, taken as a whole (excluding any matters publicly disclosed prior to the Closing Date (i) in connection with the Case and the events and conditions related and/or leading up to the Case and the effects thereof or (ii) in any annual, quarterly or periodic report of the Borrower publicly filed prior to the Closing Date (which for the avoidance of doubt, includes the annual financials of the Borrower for the fiscal year ended December 31, 2022)), that would, in the aggregate, materially adversely affect (a) the ability of the Borrower and its Restricted Subsidiaries, taken as a whole, to perform their payment obligations under this Agreement or any of the other Credit Documents (taken as a whole) or (b) the material rights or remedies (taken as a whole) of the Administrative Agent, the Collateral Representative and the L/C Issuers under the Credit Documents.

"**Material Indebtedness**" shall mean any Indebtedness (other than the Obligations) of the Borrower or any Restricted Subsidiary in an outstanding principal amount exceeding the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period at any time.

"**Material Intellectual Property**" shall mean any Intellectual Property that is, in the good faith determination of the Borrower, material to the operation of the business of the Borrower and its Restricted Subsidiaries, taken as a whole.

"**Material Subsidiary**" shall mean, at any date of determination, each Restricted Subsidiary of the Borrower (a) whose total assets (when combined with the assets of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) at the last day of the most recent Test Period for which Section 9.1 Financials have been delivered were equal to or greater than 5.0% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date or (b) whose total revenues (when combined with the revenues of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) during such Test Period were equal to or greater than 5.0% of the consolidated revenues of the Borrower and the Restricted Subsidiaries for such period, in each case determined in accordance with GAAP; provided that if, at any time and from time to time after the Closing Date, Restricted Subsidiaries that are not Material Subsidiaries have, in the aggregate, (x) total assets (when combined with the assets of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) at the last day of such Test Period equal to or greater than 10.0% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date or (y) total revenues (when combined with the revenues of such Restricted Subsidiary's Restricted Subsidiaries, after eliminating intercompany obligations) during such Test Period equal to or greater than 10.0% of the consolidated revenues of the Borrower and the Restricted Subsidiaries for such period, in each case determined in accordance with GAAP, then the Borrower shall, on the date on which the Officer's Certificate delivered pursuant to Section 9.1(c) of this Agreement, designate in writing to the Administrative Agent one or more of such Restricted Subsidiaries as "Material Subsidiaries" so that such condition no longer exists. It is agreed and understood that no Receivables Entity or no Securitization Subsidiary shall be a Material Subsidiary.

"**Maturity Date**" shall mean May 17, 2028.

"**Minimum Liquidity**" shall mean, on any date, the sum of (i) the amount of Unrestricted Cash of the Borrower and its Subsidiaries as of such date, (ii) the unused availability under the Revolving Credit Facility as of such date and (iii) the amount on deposit in the Term C Collateral Account(s) (as defined in the First Lien Credit Agreement as in effect on the Closing Date) in excess of the sum of (x) the Stated Amount of all Term Letters of Credit (as defined in the First Lien Credit Agreement as in effect on the Closing Date) outstanding as of such date and (y) all Term Letter of Credit Reimbursement Obligations (as defined in the First Lien Credit Agreement as in effect on the Closing Date) as of such date.

"**Minority Investment**" shall mean any Person (other than a Subsidiary) in which the Borrower or any Restricted Subsidiary owns Stock or Stock Equivalents, including any joint venture (regardless of form of legal entity).

"**Moody's**" shall mean Moody's Investors Service, Inc. or any successor to its rating agency business.

"**Mortgage**" shall mean a mortgage or a deed of trust, deed to secure debt, trust deed or other security document entered into by the owner of a Mortgaged Property and the Collateral Representative for the benefit of the Secured Parties in respect of that Mortgaged Property, in a form to be mutually agreed with the Administrative Agent.

"**Mortgaged Property**" shall mean all Real Estate (i) set forth on Schedule 1.1(c) and (ii) with respect to which a Mortgage is required to be granted pursuant to Section 9.14(b).

"**Multiemployer Plan**" shall mean a plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA (i) to which any Credit Party or any ERISA Affiliate is then making or has an obligation to make contributions or (ii) with respect to which any Credit Party or any ERISA Affiliate could reasonably be expected to incur liability pursuant to Title IV of ERISA.

"**Narrative Report**" shall mean, with respect to the financial statements for which such narrative report is required, a management's discussion and analysis of the financial condition and results of operations of the Borrower and its consolidated Restricted Subsidiaries for the applicable period to which such financial statements relate. For the avoidance of doubt, the Narrative Report to be delivered with respect to such applicable period may be identical to the Narrative Report (or its functional equivalent) delivered in connection with the 2023 Notes.

"**Necessary CapEx**" shall mean Capital Expenditures that are required by Applicable Law (other than Environmental Law) or otherwise undertaken voluntarily for health and safety reasons (other than as required by Environmental Law). The term "Necessary CapEx" does not include any Capital Expenditure undertaken primarily to increase the efficiency of, expand or re-power any power generation facility.

"**Necessary CapEx Debt**" shall mean Indebtedness of the Borrower or its Restricted Subsidiaries incurred for the purpose of financing Necessary CapEx.

"**Net Income**" shall mean, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends or accretion, excluding, however:

(a) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with: (i) any Disposition or (ii) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(b) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"**Netting Agreement**" shall mean a netting agreement, master netting agreement or other similar document having the same effect as a netting agreement or master netting agreement and, as applicable, any collateral annex, security agreement or other similar document related to any master netting agreement or Permitted Contract.

"**Non-Extension Notice Date**" shall have the meaning provided in Section 3.2(b).

"**Non-Recourse Debt**" shall mean any Indebtedness incurred by any Non-Recourse Subsidiary to finance the acquisition, improvement, installation, design, engineering, construction, development, completion, maintenance or operation of, or otherwise to pay costs and expenses relating to or provide financing for a project, which Indebtedness does not provide for recourse against the Borrower or any Restricted Subsidiary of the Borrower (excluding, for the avoidance of doubt, a Non-Recourse Subsidiary and such recourse as exists under a Performance Guaranty) or any property or asset of the Borrower or any Restricted Subsidiary of the Borrower (other than the Stock in, or the property or assets of, a Non-Recourse Subsidiary); provided, however, that the following shall be deemed to be Non-Recourse Debt: (i) guarantees with respect to debt service reserves established with respect to a Non-Recourse Subsidiary to the extent that such guarantee shall result in the immediate payment of funds, pursuant to dividends or otherwise, in the amount of such guarantee; (ii) contingent obligations of the Borrower or any Restricted Subsidiary to make capital contributions to a Non-Recourse Subsidiary; (iii) any credit support or liability consisting of reimbursement obligations in respect of letters of credit issued hereunder to support obligations of a Non-Recourse Subsidiary, (iv) agreements of the Borrower or any Restricted Subsidiary to provide, or guarantees or other credit support (including letters of credit) by the Borrower or any Restricted Subsidiary of any agreement of another Restricted Subsidiary to provide, corporate, management, marketing, administrative, technical, energy management or marketing, engineering, procurement, construction, operation and/or maintenance services to such Non-Recourse Subsidiary, including in respect of the sale or acquisition of power, emissions, fuel, oil, gas or other supply of energy, (v) any agreements containing Hedging Obligations, and any power purchase or sale agreements, fuel purchase or sale agreements, emissions credit purchase or sales agreements, power transmission agreements, fuel transportation agreements, fuel storage agreements, commercial or trading agreements and any other similar agreements entered into between the Borrower or any Restricted Subsidiary with or otherwise involving any other Non-Recourse Subsidiary, including any guarantees or other credit support (including letters of credit) in connection therewith, (vi) any Investments in a Non-Recourse Subsidiary and, for the avoidance of doubt, pledges by the Borrower or any Restricted Subsidiary of the Equity Interests of any Non-

Recourse Subsidiary that are directly owned by the Borrower or any Restricted Subsidiary in favor of the agent or lenders in respect of such Non-Recourse Subsidiary's Non-Recourse Debt and (vii) any Performance Guarantees, to the extent in the case of clauses (i) through (vii) otherwise permitted by this Agreement.

"**Non-Recourse Subsidiary**" shall mean (i) any Restricted Subsidiary of the Borrower whose principal purpose is to incur Non-Recourse Debt and/or construct, lease, own or operate the assets financed thereby, or to become a direct or indirect partner, member or other equity participant or owner in a Person created for such purpose, and substantially all the assets of which Subsidiary and such Person are limited to (x) those assets being financed (or to be financed), or the operation of which is being financed (or to be financed), in whole or in part by Non-Recourse Debt, or (y) Stock in, or Indebtedness or other obligations of, one or more other such Subsidiaries or Persons, or (z) Indebtedness or other obligations of the Borrower or its Subsidiaries or other Persons and (ii) any Restricted Subsidiary of a Non-Recourse Subsidiary.

"**Non-U.S. Recipient**" shall mean any Recipient that is not a U.S. Person.

"**Obligations**" shall mean all advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party or Restricted Subsidiary arising under any Credit Document or otherwise with respect to any Letter of Credit entered into with, or issued for the benefit of, the Borrower or any Restricted Subsidiary, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party of any proceeding under any bankruptcy or insolvency law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, in each case, other than (x) Permitted Other Debt Obligations secured pursuant to the Security Documents and (y) First Lien Obligations (as defined in the Collateral Trust Agreement) other than L/C Facility Obligations (as defined in the Collateral Trust Agreement). Without limiting the generality of the foregoing, the Obligations of the Credit Parties under the Credit Documents (and any of their Restricted Subsidiaries to the extent they have obligations under the Credit Documents) (i) include the obligation (including guarantee obligations) to pay principal, interest, charges, expenses, fees, attorney costs, indemnities and other amounts payable by any Credit Party under any Credit Document and (ii) exclude, notwithstanding any term or condition in this Agreement or any other Credit Documents, Permitted Other Debt Obligations secured pursuant to the Security Documents and First Lien Obligations (as defined in the Collateral Trust Agreement) other than L/C Facility Obligations (as defined in the Collateral Trust Agreement).

"**Officer's Certificate**" shall mean a certificate signed on behalf of the Borrower by an Authorized Officer of the Borrower.

"**Operations Failure**" shall have the meaning provided in the definition of "EBITDA Lost as a Result of a Unit Outage."

"**Organizational Documents**" shall mean, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement and

(c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and, if applicable, any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"**Other Connection Taxes**" shall mean with respect to any recipient of any payment to be made by or on account of any obligation of any Credit Party under any Credit Document, Taxes imposed as a result of any current or former connection between such recipient and the jurisdiction imposing such Tax (other than any such connection arising from such recipient having executed, delivered or performed its obligations or received a payment under, received or perfected a security interest under, or having been a party to or having engaged in any other transaction pursuant to or enforced, this Agreement or any other Credit Document, or sold or assigned an interest in any Letter of Credit or Credit Document).

"**Other Taxes**" shall mean any and all present or future stamp, registration, court, documentary or any other excise, property or similar Taxes (including interest, fines, penalties, additions to such Taxes) arising from any payment made or required to be made under this Agreement or any other Credit Document or from the execution or delivery of, registration or enforcement of, from the receipt or perfection of a security interest under, consummation or administration of, or otherwise with respect to, this Agreement or any other Credit Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"**Parent Entity**" shall mean any Person that is a direct or indirect parent company (which may be organized as, among other things, a partnership) of the Borrower.

"**Participant**" shall have the meaning provided in Section 13.6(c)(i).

"**Participant Register**" shall have the meaning provided in Section 13.6(c)(iii).

"**Participating Receivables Grantor**" shall mean the Borrower or any Restricted Subsidiary that is or that becomes a participant or originator in a Permitted Receivables Financing.

"**Patriot Act**" shall have the meaning provided in Section 13.17.

"**Payment Default**" shall mean any event, act or condition that with notice or lapse of time, or both, would constitute an Event of Default under Section 11.1.

"**Payment Recipient**" shall have the meaning assigned to it in Section 12.14(a).

"**PBGC**" shall mean the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

"**Perfection Certificate**" shall mean a certificate of the Borrower substantially in the form of Exhibit B or any other form approved by the Administrative Agent.

"**Performance Guaranty**" shall mean any guaranty issued in connection with any Non-Recourse Debt that (i) if secured, is secured only by assets of, or Stock in, an Excluded Project Subsidiary, and (ii) guarantees to the provider of such Non-Recourse Debt or any other Person the (a) performance of the improvement, installation, design, engineering, construction, acquisition, development, completion, maintenance or operation of, or otherwise affects any such act in respect of, all or any portion of the project that is financed by such Non-Recourse Debt, (b) completion of the minimum agreed equity contributions to the relevant Excluded Project Subsidiary, or (c) performance by an Excluded Project Subsidiary of obligations to Persons other than the provider of such Non-Recourse Debt.

"**Permitted Acquisition**" shall mean the acquisition, by merger or otherwise, by the Borrower or any Restricted Subsidiary of assets (including assets constituting a business unit, line of business or division) or Stock or Stock Equivalents, so long as (a) if such acquisition involves any Stock or Stock Equivalents, such acquisition shall result in the issuer of such Stock or Stock Equivalents and its Subsidiaries becoming a Restricted Subsidiary and, to the extent required by Section 9.11, a Subsidiary Guarantor, or designated as an Unrestricted Subsidiary pursuant to the terms hereof, (b) such acquisition shall result in the Collateral Representative, for the benefit of the applicable Secured Parties, being granted a security interest in any Stock, Stock Equivalent or any assets so acquired, to the extent required by Sections 9.11, 9.12 and/or 9.14, and (c) after giving effect to such acquisition, the Borrower and the Restricted Subsidiaries shall be in compliance with Section 9.16.

"**Permitted Contract**" shall have the meaning provided in Section 10.2(bb).

"**Permitted Holders**" shall mean (a) any of the Management Investors, (b) each participant holding at least 5% of the Stock of the Borrower (or a Parent Entity of the Borrower) as of the Closing Date after giving effect to the Equity Rights Offering (and their respective Affiliates and any funds, partnerships or other co-investment vehicles managed, advised or controlled by the foregoing or their respective Affiliates); provided that this clause (b) shall not include any investor that had a controlling equity interest in the Company as of May 9, 2022, (c) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such group and without giving effect to the existence of such group or any other group, the persons set forth in clauses (a) and (b), collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Borrower or any other direct or indirect Parent Entity, (d) any direct or indirect Parent Entity, for so long as more than 50% of the total voting power of the Voting Stock of such direct or indirect Parent Entity is beneficially owned, directly or indirectly, by one or more of the Persons described in the foregoing clauses (a) through (c), (e) any entity (other than a Parent Entity) through which a Parent Entity described in clause (d) directly or indirectly holds Stock of the Borrower and has no other material operations other than those incidental thereto and (f) any Person acting in the capacity of an underwriter (solely to the extent that and for so long as such Person is acting in such capacity) in connection with a public or private offering of Stock of the Borrower (or any Parent Entity of the Borrower).

"**Permitted Investments**" shall mean:

(a) securities issued or unconditionally guaranteed by the United States government or any agency or instrumentality thereof, in each case having maturities and/or reset dates of not more than 24 months from the date of acquisition thereof;

(b) securities issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof or any political subdivision of any such state or any public instrumentality thereof having maturities of not more than 24 months from the date of acquisition thereof and, at the time of acquisition, having an investment grade rating generally obtainable from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, then from another nationally recognized rating service);

(c) commercial paper or variable or fixed rate notes maturing no more than 12 months after the date of creation thereof and, at the time of acquisition, having a rating of at least A-3 or P3 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(d) time deposits with, or domestic and eurodollar certificates of deposit or bankers' acceptances maturing no more than two years after the date of acquisition thereof issued by, the Administrative Agent (as defined in the First Lien Credit Agreement) (or any Affiliate thereof), any L/C Issuer (or any Affiliate thereof), any Lender (as defined in the First Lien Credit Agreement) or any other bank having combined capital and surplus of not less than $500,000,000 in the case of domestic banks and $100,000,000 (or the dollar equivalent thereof) in the case of foreign banks;

(e) repurchase agreements with a term of not more than 90 days for underlying securities of the type described in clauses (a), (b) and (d) above entered into with any bank meeting the qualifications specified in clause (d) above or securities dealers of recognized national standing;

(f) marketable short-term money market and similar funds (x) either having assets in excess of $500,000,000 or (y) having a rating of at least A-3 or P-3 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(g) shares of investment companies that are registered under the Investment Company Act of 1940 and substantially all the investments of which are one or more of the types of securities described in clauses (a) through (f) above; provided that, in order for such Permitted Investment to constitute a Permitted Investment, such investment company must have an investment grade rating generally obtainable from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such investment company, then from another nationally recognized rating service);

(h) any Secured Hedging Agreement (as defined in the First Lien Credit Agreement) (including any netting, set-off or netting rights thereunder); and

(i) in the case of Investments by any Restricted Foreign Subsidiary or Investments made in a country outside the United States of America, other customarily utilized high-quality Investments in the country where such Restricted Foreign Subsidiary is located or in which such Investment is made.

"**Permitted Liens**" shall mean:

(a) Liens for taxes, assessments or governmental charges or claims not yet delinquent or that are being contested in good faith and by appropriate proceedings for which appropriate reserves have been established to the extent required by and in accordance with GAAP or that are not required to be paid pursuant to Section 9.4;

(b) Liens in respect of property or assets of the Borrower or any Restricted Subsidiary of the Borrower imposed by Applicable Law, such as carriers', landlords', construction contractors', warehousemen's and mechanics' Liens and other similar Liens, arising in the ordinary course of business or in connection with the construction or restoration of facilities for the generation, transmission or distribution of electricity, in each case so long as such Liens arise in the ordinary course of business and do not individually or in the aggregate have a Material Adverse Effect;

(c) Liens arising from judgments or decrees in circumstances not constituting an Event of Default under Section 11.11;

(d) Liens incurred or deposits made in connection with workers' compensation, unemployment insurance, employee benefit and pension liability and other types of social security or similar legislation, or to secure the performance of tenders, statutory obligations, trade contracts (other than for payment of Indebtedness), leases, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, surety, performance and return-of-money bonds and other similar obligations, in each case incurred in the ordinary course of business (including in connection with the construction or restoration of facilities for the generation, transmission or distribution of electricity) or otherwise constituting Investments permitted by Section 10.5;

(e) ground leases or subleases, licenses or sublicenses in respect of real property on which facilities owned or leased by the Borrower or any of the Restricted Subsidiaries of the Borrower are located;

(f) easements, rights-of-way, licenses, reservations, servitudes, permits, conditions, covenants, rights of others, restrictions (including zoning restrictions), oil, gas and other mineral interests, royalty interests and leases, minor defects, exceptions or irregularities in title or survey, encroachments, protrusions and other similar charges or encumbrances (including those to secure health, safety and environmental obligations), which do not interfere in any material respect with the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(g) any exception shown on a final Survey incidental to the conduct of the business of the Borrower or any of the Restricted Subsidiaries or to the ownership of its properties which were not incurred in connection with Indebtedness for borrowed money

and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Borrower or any of the Restricted Subsidiaries and any exception on the title policies issued in connection with any Mortgaged Property;

(h) any interest or title of a lessor, sublessor, licensor, sublicensor or grantor of an easement or secured by a lessor's, sublessor's, licensor's, sublicensor's interest or grantor of an easement under any lease, sublease, license, sublicense or easement to be entered into by the Borrower or any Restricted Subsidiary of the Borrower as lessee, sublessee, licensee, grantee or sublicensee to the extent permitted by this Agreement;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) Liens on goods or inventory the purchase, shipment or storage price of which is financed by a commercial letter of credit or banker's acceptance issued or created for the account of the Borrower or any Restricted Subsidiary of the Borrower; provided that such Lien secures only the obligations of the Borrower or such Restricted Subsidiary in respect of such letter of credit or banker's acceptance to the extent permitted under Section 10.1;

(k) leases, licenses, subleases or sublicenses granted to others not interfering in any material respect with the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(l) Liens arising from precautionary Uniform Commercial Code financing statement or similar filings made in respect of operating leases entered into by the Borrower or any Restricted Subsidiary of the Borrower;

(m) Liens created in the ordinary course of business in favor of banks and other financial institutions over credit balances of any bank accounts of the Borrower and the Restricted Subsidiaries held at such banks or financial institutions, as the case may be, to facilitate the operation of cash pooling and/or interest set-off arrangements in respect of such bank accounts in the ordinary course of business;

(n) Liens arising under Section 9.343 of the Texas Uniform Commercial Code or similar statutes of states other than Texas;

(o) (i) Liens on accounts receivable, other Receivables Facility Assets, or accounts into which collections or proceeds of Receivables Facility Assets are deposited, in each case arising in connection with a Permitted Receivables Financing and (ii) Liens on Securitization Assets and related assets arising in connection with a Qualified Securitization Financing;

(p) any zoning, land use, environmental or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(q) any Lien arising by reason of deposits with or giving of any form of security to any Governmental Authority for any purpose at any time as required by Applicable Law as a condition to the transaction of any business or the exercise of any privilege or license, or to enable the Borrower or any Restricted Subsidiary to maintain self-insurance or to participate in any fund for liability on any insurance risks;

(r) Liens, restrictions, regulations, easements, exceptions or reservations of any Governmental Authority applying to nuclear fuel;

(s) rights reserved to or vested in any Governmental Authority by the terms of any right, power, franchise, grant, license or permit, or by any provision of Applicable Law, to terminate or modify such right, power, franchise, grant, license or permit or to purchase or recapture or to designate a purchaser of any of the property of such person;

(t) Liens arising under any obligations or duties affecting any of the property, the Borrower or any Restricted Subsidiary to any Governmental Authority with respect to any franchise, grant, license or permit which do not materially impair the use of such property for the purposes for which it is held;

(u) rights reserved to or vested in any Governmental Authority to use, control or regulate any property of such Person, which do not materially impair the use of such property for the purposes for which it is held;

(v) any obligations or duties, affecting the property of the Borrower or any Restricted Subsidiary, to any Governmental Authority with respect to any franchise, grant, license or permit;

(w) a set-off or netting rights granted by the Borrower or any Restricted Subsidiary of the Borrower pursuant to any Hedging Agreements, Netting Agreements or Permitted Contracts solely in respect of amounts owing under such agreements;

(x) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 10.5; provided that such Liens do not extend to any assets other than those that are the subject of such repurchase agreement;

(y) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(z) Liens on cash and Permitted Investments that are earmarked to be used to satisfy or discharge Indebtedness; provided (a) such cash and/or Permitted Investments are deposited into an account from which payment is to be made, directly or indirectly, to the Person or Persons holding the Indebtedness that is to be satisfied or discharged, (b) such Liens extend solely to the account in which such cash and/or Permitted Investments are deposited and are solely in favor of the Person or Persons holding the Indebtedness (or any agent or trustee for such Person or Persons) that is to be satisfied or discharged, and (c) the satisfaction or discharge of such Indebtedness is expressly permitted hereunder;

(aa) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by Applicable Laws; and

(bb) Liens on Stock of an Unrestricted Subsidiary or Excluded Project Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary or Excluded Project Subsidiary.

"**Permitted Other Debt**" shall mean, collectively, Permitted Other Loans and Permitted Other Notes.

"**Permitted Other Debt Documents**" shall mean any agreement, document or instrument (including any guarantee, security agreement or mortgage and which may include any or all of the Credit Documents) issued or executed and delivered with respect to any Permitted Other Debt by any Credit Party.

"**Permitted Other Debt Obligations**" shall mean, if any Permitted Other Debt is issued, all advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party arising under any Permitted Other Debt Document and, if applicable, under any Security Document, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party of any proceeding under any bankruptcy or insolvency law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Permitted Other Debt Obligations of the applicable Credit Parties under the Permitted Other Debt Documents and, if applicable, under any Security Document (and any of their Restricted Subsidiaries to the extent they have obligations under the Permitted Other Debt Documents and, if applicable, under any Security Document) include the obligation (including guarantee obligations) to pay principal, interest, charges, expenses, fees, attorney costs, indemnities and other amounts payable by any such Credit Party under any Permitted Other Debt Document and, if applicable, under any Security Document.

"**Permitted Other Debt Secured Parties**" shall mean the holders from time to time of secured Permitted Other Debt Obligations (and any representative on their behalf).

"**Permitted Other Loans**" shall mean senior secured or unsecured loans or other Indebtedness (other than notes) (which Indebtedness, if secured by a Lien on any of the Collateral, may be secured *pari passu* with the Obligations (without regard to control of remedies) or may be secured by a Lien ranking junior to the Lien securing the Obligations), in either case issued or incurred by the Borrower or a Restricted Subsidiary, (a) if such Permitted Other Loans are established, issued or incurred (and for the avoidance of doubt, not "assumed"), the scheduled final maturity of which are no earlier than the scheduled final maturity of the Initial Term B Loans (as defined in the First Lien Credit Agreement as in effect on the Closing Date) and Term C Loans (as defined in the First Lien Credit Agreement as in effect on the Closing Date) (or, in the case of Permitted Other Loans that are unsecured or secured by a Lien ranking junior to the Lien securing the Obligations, no earlier than 91 days after the scheduled final maturity of the Initial Term B Loans (as defined in the First Lien Credit Agreement as in effect on the Closing Date) and Term C Loans (as defined in the First Lien Credit Agreement as in effect on the Closing Date)) or, in the

case of any Permitted Other Loans that are established, issued or incurred in exchange for, or which modify, replace, refinance, refund, renew, restructure or extend any other Indebtedness permitted by Section 10.1, no earlier than the scheduled final maturity and Weighted Average Life to Maturity of such exchanged, modified, replaced, refinanced, refunded, renewed, restructured or extended Indebtedness (other than customary scheduled principal amortization payments, customary offers to repurchase upon a change of control, asset sale or casualty or condemnation event, customary acceleration rights after an event of default, and AHYDO Catch-Up Payments), (b) if such Permitted Other Loans are established, issued or incurred (and for the avoidance of doubt, not "assumed"), the Weighted Average Life to Maturity of which are no earlier than the Weighted Average Life to Maturity of the Initial Term B Loans (as defined in the First Lien Credit Agreement as in effect on the Closing Date) or, in the case of any Permitted Other Loans that are established, issued or incurred in exchange for, or which modify, replace, refinance, refund, renew, restructure or extend any other Indebtedness permitted by Section 10.1, no earlier than the Weighted Average Life to Maturity of such exchanged, modified, replaced, refinanced, refunded, renewed, restructured or extended Indebtedness, (c) if issued by the Borrower or a Guarantor, of which no Restricted Subsidiary of the Borrower (other than a Guarantor and, for the avoidance of doubt, the Borrower) is an obligor and (d) if secured by a Lien on any of the Collateral, are not secured by any assets of a Credit Party other than all or any portion of the Collateral; provided, the requirements of the foregoing clause (a) and (b) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements.

"**Permitted Other Notes**" shall mean senior secured or unsecured notes (which notes, if secured, may be secured *pari passu* with the Obligations (without regard to control of remedies), may be secured by a Lien ranking junior to the Lien securing the Obligations or may be secured solely by assets that do not constitute Collateral), in each case either issued or incurred by the Borrower or a Restricted Subsidiary, (a) if such Permitted Other Notes are issued or incurred (and for the avoidance of doubt, not "assumed"), the terms of which do not provide for any scheduled repayment, mandatory redemption or sinking fund obligations (other than customary scheduled principal amortization payments, customary offers to repurchase upon a change of control, asset sale or casualty or condemnation event, customary acceleration rights after an event of default, and AHYDO Catch-Up Payments) prior to, at the time of incurrence, the Latest Term Maturity Date (or, in the case of Permitted Other Notes that are unsecured or secured by a Lien ranking junior to the Lien securing the Obligations, no earlier than 91 days after the Latest Term Maturity Date) or, in the case of any Permitted Other Notes that are issued or incurred in exchange for, or which modify, replace, refinance, refund, renew or extend any other Indebtedness permitted by Section 10.1, prior to the scheduled maturity date of such exchanged, modified, replaced, refinanced, refunded, renewed or extended Indebtedness, (b) other than as required by clauses (a) and (c) of this definition, the covenants and events of default of which, taken as a whole, are not materially more restrictive to the Borrower and the Restricted Subsidiaries than the terms of the Initial Term B Loans (as defined in the First Lien Credit Agreement as in effect on the Closing Date) unless (1) Lenders under the Initial Term B Loans (as defined in the First Lien Credit Agreement as in effect on the Closing Date) also receive the benefit of such more restrictive terms, (2) such terms reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower) or (3) any such provisions apply after the Latest Term Maturity Date, (c) if issued by the Borrower or a Guarantor, of which no Restricted Subsidiary of the Borrower (other than a Guarantor and, for the avoidance of doubt, the Borrower)

is an obligor, and (d) if secured by a Lien on any of the Collateral, are not secured by any assets of a Credit Party other than all or any portion of the Collateral; provided, the requirements of the foregoing clause (a) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements.

"**Permitted Receivables Financing**" shall mean any of one or more receivables financing programs as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the obligations of which are non-recourse (except for customary representations, warranties, covenants, guarantees, purchase obligations and indemnities and other customary forms of support, in each case made in connection with such facilities) to the Borrower and the Restricted Subsidiaries (other than a Receivables Entity) providing for the sale, conveyance, or contribution to capital of Receivables Facility Assets by Participating Receivables Grantors in any transactions or series of transactions purporting to be sales of Receivables Facility Assets, directly or indirectly, to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables Entity that in turn funds such purchase by the direct or indirect sale, transfer, conveyance, pledge, or grant of participation or other interest, including security interest, in such Receivables Facility Assets to a Person that is not a Restricted Subsidiary.

"**Permitted Reorganization**" shall mean re-organizations and other activities related to tax planning and re-organization, so long as, after giving effect thereto, the security interest of the Collateral Representative, for the benefit of the L/C Issuers, in the Collateral, taken as a whole, is not materially impaired (as determined by the Borrower in good faith).

"**Permitted Sale Leaseback**" shall mean any Sale Leaseback existing on the Closing Date or consummated by the Borrower or any Restricted Subsidiary after the Closing Date; provided that any such Sale Leaseback consummated after the Closing Date not between (a) a Credit Party and another Credit Party or (b) a Restricted Subsidiary that is not a Credit Party and another Restricted Subsidiary that is not a Credit Party is consummated for fair value as determined at the time of consummation in good faith by (i) the Borrower or such Restricted Subsidiary and (ii) in the case of any Sale Leaseback (or series of related Sales Leasebacks) the aggregate proceeds of which exceed $50,000,000, the board of directors of the Borrower or such Restricted Subsidiary (which such determination may take into account any retained interest or other Investment of the Borrower or such Restricted Subsidiary in connection with, and any other material economic terms of, such Sale Leaseback).

"**Permitted Spin-Out Entities**" shall have the meaning provided in the definition of "Permitted Spin Out Transactions."

"**Permitted Spin Out Transactions**" shall mean (x) the spin-out (through distribution, transfer or otherwise) from the group consisting of the Borrower and its Restricted Subsidiaries of any of the following entities and assets (including the assets of the following entities): (i) Talen Montana Holdings LLC, (ii) Raven Power Generation Holdings LLC (including, without limitation, H.A. Wagner LLC and Brandon Shores LLC) and (iii) one or more to-be-formed entities holding the Borrower's undivided interests in the Keystone and Conemaugh plants and associated membership interests in Keystone Fuels, LLC, Conemaugh Fuels, LLC and Keystone - Conemaugh Projects, LLC (collectively, the "**Permitted Spin-Out Entities**"), which may be done in multiple "spin-out" transactions and may be done at separate intervals and (y) from and after

any "spin-out" as described in preceding clause (x), (i) the establishment of one or more revolving credit facilities provided by the Borrower or any of its Restricted Subsidiaries to one or more of (a) the Permitted Spin-Out Entities (or any direct or indirect parent entity of a Permitted Spin-Out Entity or Subsidiary of any such parent entity) and/or (b) any other entity (or any direct or indirect parent entity of such entity or Subsidiary of any such parent entity) that is spun out or holds assets that are spun out to the extent the spin out of such entity or assets is not prohibited by the terms of this Agreement and (ii) the issuance of any letters of credit, bank guarantees, surety or performance bonds or similar instruments for which the Borrower or any Restricted Subsidiary is obligated to reimburse upon any drawing or payment thereunder (as a primary obligor, guarantor or otherwise), in each case, to support obligations of (a) the Permitted Spin-Out Entities (or any direct or indirect parent entity of a Permitted SpinOut Entity or Subsidiary of any such parent entity) and/or (b) any other entity (or any direct or indirect parent entity of such entity or Subsidiary of any such parent entity) that is spun out or holds assets that are spun out to the extent the spin out of such entity or assets is not prohibited by the terms of this Agreement, in an aggregate principal amount under clauses (i) and (ii) (or in the case of any letters of credit, bank guarantees, surety or performance bonds or similar instruments, face amount) at any time outstanding not to exceed $100,000,000; provided, that, solely with respect to clause (x) above, after giving Pro Forma Effect to any such Permitted Spin Out Transaction, (i) no Event of Default shall have occurred or be continuing and (ii) the Borrower shall be in compliance on a Pro Forma Basis with Section 10.9.

"**Person**" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise or any Governmental Authority.

"**PJM**" shall mean PJM Interconnection, L.L.C. or any other entity succeeding thereto.

"**Plan**" shall have the meaning provided in the recitals hereto.

"**Platform**" shall have the meaning provided in Section 13.17(c).

"**Pledge Agreement**" shall mean (a) the Pledge Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time), entered into by the Credit Parties party thereto and the Collateral Trustee for the benefit of the Secured Parties, and (b) any other Pledge Agreement with respect to any or all of the Obligations delivered pursuant to Section 9.12.

"**Post-Transaction Period**" shall mean, with respect to any Specified Transaction, the period beginning on the date such Specified Transaction is consummated and ending on the last day of the eighth full consecutive fiscal quarter immediately following the date on which such Specified Transaction is consummated.

"**Preferred Stock**" shall mean any Stock or Stock Equivalents with preferential rights of payment of dividends or upon liquidation, dissolution or winding up.

"**Prime Rate**" shall mean the rate of interest law quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein,

any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Board (as determined by the Administrative Agent).

"**Pro Forma Adjustment**" shall mean, for any Test Period that includes all or any part of a fiscal quarter included in any Post-Transaction Period, with respect to the Acquired EBITDA of the applicable Pro Forma Entity or the Consolidated Adjusted EBITDA of the Borrower, the pro forma increase or decrease in such Acquired EBITDA or such Consolidated Adjusted EBITDA (including as the result of any "run-rate" synergies, operating expense reductions and improvements and cost savings and other adjustments evidenced by or contained in a due diligence quality of earnings report made available to the Administrative Agent prepared with respect to such Pro Forma Entity by a "big-four" nationally recognized accounting firm or any other accounting firm reasonably acceptable to the Administrative Agent), as the case may be, projected by the Borrower in good faith as a result of (a) actions taken or with respect to which substantial steps have been taken or are expected to be taken, prior to or during such Post-Transaction Period for the purposes of realizing cost savings or (b) any additional costs incurred prior to or during such Post-Transaction Period, in each case in connection with the combination of the operations of such Pro Forma Entity with the operations of the Borrower and the Restricted Subsidiaries; provided that (A) at the election of the Borrower, such Pro Forma Adjustment shall not be required to be determined for any Pro Forma Entity to the extent the aggregate consideration paid in connection with such acquisition was less than $25,000,000 or the aggregate Pro Forma Adjustment would be less than $25,000,000 and (B) so long as such actions are taken, or to be taken, prior to or during such Post-Transaction Period or such costs are incurred prior to or during such Post-Transaction Period, as applicable, it may be assumed, for purposes of projecting such pro forma increase or decrease to such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, that the applicable amount of such synergies, operating expense reductions and improvements and cost savings and other adjustments will be realizable during the entirety of such Test Period, or the applicable amount of such additional synergies, operating expense reductions and improvements and cost savings and other adjustments, as applicable, will be incurred during the entirety of such Test Period; provided, further that any such pro forma increase or decrease to such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, shall be without duplication for synergies, operating expense reductions and improvements and cost savings and other adjustments or additional costs already included in such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, for such Test Period.

"**Pro Forma Basis**," "**Pro Forma Compliance**" and "**Pro Forma Effect**" shall mean, with respect to compliance with any test or covenant hereunder, that (A) to the extent applicable, the Pro Forma Adjustment shall have been made and (B) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (i) in the case of a Disposition of all or substantially all Stock in any Subsidiary of the Borrower or any division, product line, or facility used for operations of the Borrower or any Subsidiary of the Borrower, shall be excluded, and (ii) in the case of a Permitted Acquisition or Investment described in the definition of "Specified Transaction," shall be included, (b) any retirement or repayment of Indebtedness, and (c) any incurrence or assumption of Indebtedness by the Borrower or any Restricted Subsidiary in connection therewith (it being agreed that (x) if such Indebtedness

has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness as at the relevant date of determination, (y) interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by an Authorized Officer of the Borrower to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP and (z) interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate as the Borrower or any applicable Restricted Subsidiary may designate); provided that, without limiting the application of the Pro Forma Adjustment pursuant to (A) above (but without duplication thereof), the foregoing pro forma adjustments may be applied to any such test or covenant solely to the extent that such adjustments are consistent with the definition of Consolidated Adjusted EBITDA and give effect to events (including operating expense reductions) that are (i) (x) directly attributable to such transaction and (y) reasonably identifiable and factually supportable in the good faith judgment of the Borrower or (ii) otherwise consistent with the definition of Pro Forma Adjustment.

"**Pro Forma Entity**" shall have the meaning provided in the definition of "Acquired EBITDA."

"**Prohibited Transaction**" shall have the meaning assigned to such term in Section 406 of ERISA or Section 4975(c) of the Code.

"**Projections**" shall have the meaning provided in Section 9.1(g).

"**PTE**" shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"**Public Company Costs**" shall mean costs relating to compliance with the provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"**PUHCA**" shall mean the Public Utility Holding Company Act of 2005, as amended to the date hereof and from time to time hereafter.

"**Q2 2024 Financials Date**" shall mean the date on which Section 9.1 Financials for the fiscal quarter ending June 30, 2024 have been or were required to have been delivered.

"**Qualified Securitization Financing**" shall mean any Securitization Facility (and any guarantee of such Securitization Facility), that meets the following conditions: (i) the Borrower shall have determined in good faith that such Securitization Facility (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Borrower and the Restricted Subsidiaries; (ii) all sales, conveyances, assignments or contributions of Securitization Assets and related assets by the Borrower or any Restricted

Subsidiary to the Securitization Subsidiary or any other Person are made at fair market value (as determined in good faith by the Borrower); (iii) the financing terms, covenants, termination events and other provisions thereof shall be on market terms (as determined in good faith by the Borrower) and may include Standard Securitization Undertakings; and (iv) the obligations under such Securitization Facility are nonrecourse (except for customary representations, warranties, covenants, guarantees, purchase obligations and indemnities made in connection with such facilities) to the Borrower or any Restricted Subsidiary (other than a Securitization Subsidiary).

"**Qualifying IPO**" shall mean the issuance by the Borrower or any other direct or indirect parent of the Borrower of its common Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with a secondary public offering).

"**Real Estate**" shall mean any interest in land, buildings, improvements and fixtures owned, leased or otherwise held by any Credit Party, but excluding all operating fixtures and equipment.

"**Receivables Entity**" shall mean any Person formed solely for the purpose of (i) facilitating or entering into one or more Permitted Receivables Financings, and (ii) in each case, engaging in activities reasonably related or incidental thereto.

"**Receivables Facility Assets**" shall mean currently existing and hereafter arising or originated Accounts, Payment Intangibles and Chattel Paper (as each such term is defined in the UCC) owed or payable to any Participating Receivables Grantor, and to the extent related to or supporting any Accounts, Chattel Paper or Payment Intangibles, or constituting a receivable, all General Intangibles (as each such term is defined in the UCC) and other forms of obligations and receivables owed or payable to any Participating Receivables Grantor, including the right to payment of any interest, finance charges, late payment fees or other charges with respect thereto (the foregoing, collectively, being "**receivables**"), all of such Participating Receivables Grantor's rights as an unpaid vendor (including rights in any goods the sale of which gave rise to any receivables), all security interests or liens and property subject to such security interests or liens from time to time purporting to secure payment of any receivables or other items described in this definition, all guarantees, letters of credit, security agreements, insurance and other agreements or arrangements from time to time supporting or securing payment of any receivables or other items described in this definition, all customer deposits with respect thereto, all rights under any contracts giving rise to or evidencing any receivables or other items described in this definition, and all documents, books, records and information (including computer programs, tapes, disks, data processing software and related property and rights) relating to any receivables or other items described in this definition or to any obligor with respect thereto and all proceeds of such receivables and any other assets customarily transferred together with receivables in connection with a non-recourse accounts receivable factoring arrangement and which are sold, conveyed assigned or otherwise transferred or pledge in connection with a Permitted Receivables Financing, and all proceeds of the foregoing.

"**Receivables Fees**" shall mean distributions or payments made directly or by means of discounts with respect to any Receivables Assets or participation interest therein issued or sold in

connection with, and other fees and expenses (including reasonable fees and expenses of legal counsel) paid to a Person that is not a Restricted Subsidiary in connection with any Permitted Receivables Financing.

"**Receivables Indebtedness**" shall mean, at any time, with respect to any receivables, securitization or similar facility (including any Permitted Receivables Financing or any Securitization Facility but excluding any account receivable factoring facility entered into incurred in the ordinary course of business), the aggregate principal, or stated amount, of the "indebtedness," fractional undivided interests (which stated amount may be described as a "net investment" or similar term reflecting the amount invested in such undivided interest) or other securities incurred or issued pursuant to such receivables, securitization or similar facility, at such time, in each case outstanding at such time, owing to any Person who is not the Borrower or any Restricted Subsidiary.

"**Recipient**" shall mean (a) any L/C Issuer, (b) any of their respective Affiliates that issues a Letter of Credit, (c) the Administrative Agent or (d) the Collateral Agent, as applicable.

"**Recovery Event**" shall mean (a) any damage to, destruction of or other casualty or loss involving any property or asset or (b) any seizure, condemnation, confiscation or taking (or transfer under threat of condemnation) under the power of eminent domain of, or any requisition of title or use of or relating to, or any similar event in respect of, any property or asset.

"**Redemption Notice**" shall have the meaning provided in Section 10.7(a).

"**Register**" shall have the meaning provided in Section 13.6(b)(iv).

"**Regulation T**" shall mean Regulation T of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Regulation U**" shall mean Regulation U of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Regulation X**" shall mean Regulation X of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Reimbursement Date**" shall have the meaning provided in Section 3.3(a).

"**Related Parties**" shall mean, with respect to any specified Person, such Person's Affiliates and the directors, officers, employees, agents, trustees and advisors of such Person and any Person that possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

"**Reportable Event**" shall mean an event described in Section 4043 of ERISA and the regulations thereunder, other than any event as to which the thirty day notice period has been waived.

"**Required L/C Issuers**" shall mean, at any date, L/C Issuers holding a majority of the L/C Commitments in the aggregate at such date.

"**Requirement of Law**" shall mean, as to any Person, and any law, treaty, rule, or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"**Resolution Authority**" shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"**Restricted Foreign Subsidiary**" shall mean a Foreign Subsidiary that is a Restricted Subsidiary.

"**Restricted Subsidiary**" shall mean any Subsidiary of the Borrower other than an Unrestricted Subsidiary; provided, however, that, after any Restricted Subsidiary is designated as an "Excluded Project Subsidiary" in accordance with the definition thereof (and until such time as such "Excluded Project Subsidiary" is redesignated as a "Restricted Subsidiary"), such Excluded Project Subsidiary shall not constitute a Restricted Subsidiary for purposes of this Agreement, other than for purposes of Sections 9.16, 10.1, 10.2, and 10.11.

"**Returns**" shall mean, with respect to any Investment, any dividends, distributions, interest, fees, premium, return of capital, repayment of principal, income, profits (from a Disposition or otherwise) and other amounts received or realized in respect of such Investment.

"**Revolving Credit Facility**" shall have the meaning provided in the First Lien Credit Agreement.

"**Revolving Credit Facility Financial Covenant**" shall mean the negative covenant set forth in Section 10.9 of the First Lien Credit Agreement.

"**Revolving Lenders**" shall have the meaning provided in Section 11.12(c).

"**RTO**" shall mean "regional transmission organization," as further defined by FERC policies, orders and regulations.

"**S&P**" shall mean Standard & Poor's Ratings Services or any successor to its rating agency business.

"**Sale Leaseback**" shall mean any transaction or series of related transactions pursuant to which the Borrower or any Restricted Subsidiary (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

"**Sanctions Laws**" shall have the meaning provided in Section 8.19.

"**Sanctions**" shall have the meaning provided in Section 8.19.

"**SEC**" shall mean the U.S. Securities and Exchange Commission or any successor agency thereto.

"**Section 9.1 Financials**" shall mean the financial statements delivered, or required to be delivered, pursuant to Section 9.1(a) or (b) together with the accompanying Officer's Certificate delivered, or required to be delivered, pursuant to Section 9.1(c).

"**Secured Parties**" shall mean the Collateral Trustee (for so long as the Collateral Trust Agreement is in effect), the Administrative Agent, the Collateral Agent, the L/C Issuers, each other First Lien Secured Party and each sub-agent appointed by the Collateral Representative with respect to matters relating to any Security Document, appointed by the Administrative Agent with respect to matters relating to the Letter of Credit Facility or appointed by the Collateral Agent with respect to matters relating to any Security Document.

"**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Securitization Asset**" shall mean (a) any accounts receivable, inventory or related assets and the proceeds thereof, in each case, subject to a Securitization Facility and (b) all collateral securing such receivable, inventory or related asset, all contracts and contract rights, guaranties or other obligations in respect of such receivable, inventory or related asset, lockbox accounts and records with respect to such account or asset and all proceeds of such assets and any other assets customarily transferred (or in respect of which security interests are customarily granted), together with accounts or assets in a securitization financing and which in the case of clause (a) and (b) above are sold, conveyed, assigned or otherwise transferred or pledged in connection with a Qualified Securitization Financing.

"**Securitization Facility**" shall mean any transaction or series of securitization financings that may be entered into by the Borrower or any Restricted Subsidiary pursuant to which the Borrower or any such Restricted Subsidiary may sell, convey, assign, contribute or otherwise transfer, or may grant a security interest in, Securitization Assets, directly or indirectly, to either (a) a Person that is not the Borrower or a Restricted Subsidiary or (b) a Securitization Subsidiary that in turn sells such Securitization Assets to a Person that is not the Borrower or a Restricted Subsidiary, or may grant a security interest in, any Securitization Assets of the Borrower or any of its Subsidiaries.

"**Securitization Fees**" shall mean distributions or payments made directly or by means of discounts with respect to any Securitization Asset or participation interest therein issued or sold in connection with, and other fees and expenses (including reasonable fees and expenses of legal counsel) paid to a Person that is not the Borrower or a Restricted Subsidiary in connection with, any Qualified Securitization Financing.

"**Securitization Repurchase Obligation**" shall mean any obligation of a seller or servicer (or any guaranty of such obligation) of (i) Receivables Facility Assets under a Permitted Receivables Financing to repurchase, or otherwise make payments with respect to, Receivables Facility Assets or (ii) Securitization Assets in a Qualified Securitization Financing to repurchase, or otherwise make payments with respect to, Securitization Assets, in either case, arising as a result

of a breach of a representation, warranty or covenant or otherwise, including, without limitation, as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller or servicer.

"**Securitization Subsidiary**" shall mean any Subsidiary of the Borrower in each case formed for the purpose of, and that solely engages in, one or more Qualified Securitization Financings and other activities reasonably related thereto or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which the Borrower or any Restricted Subsidiary makes an Investment and to which the Borrower or such Restricted Subsidiary sells, conveys, assigns or otherwise transfers Securitization Assets and related assets.

"**Security Agreement**" shall mean the Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time), entered into by the Borrower, the other grantors party thereto and the Collateral Trustee for the benefit of the Secured Parties.

"**Security Documents**" shall mean, collectively, (a) the Security Agreement, (b) the Pledge Agreement, (c) the Mortgages, (d) the Collateral Trust Agreement, the First Lien Intercreditor Agreement (if any), the Junior Lien Intercreditor Agreement (if any), and any other intercreditor agreement executed and delivered pursuant to Section 10.2 and (e) each other security agreement or other instrument or document executed and delivered pursuant to Section 9.11, 9.12, or 9.14 or pursuant to any other such Security Documents.

"**Senior Notes Trustee**" shall have the meaning provided in the definition of "2023 Notes Indenture."

"**Shared Services and Tax Agreements**" shall mean, collectively, (i) any shared services or similar agreement to which the Borrower or any of its Restricted Subsidiaries is a party and (ii) any tax sharing agreements to which the Borrower or any of its Restricted Subsidiaries is a party.

"**Similar Business**" shall mean any business conducted or proposed to be conducted by the Borrower and the Restricted Subsidiaries, taken as a whole, on the Closing Date or any other business activities which are reasonable extensions thereof or otherwise similar, incidental, corollary, complementary, synergistic, reasonably related, or ancillary to any of the foregoing (including non-core incidental businesses acquired in connection with any Permitted Acquisition or permitted Investment), in each case as determined by the Borrower in good faith.

"**Solvency Certificate**" shall mean a Solvency Certificate substantially in the form of Exhibit C.

"**Solvent**" shall have the meaning assigned to it in the Solvency Certificate.

"**Specified Default**" shall mean any Event of Default under Sections 11.1 or 11.5.

"**Specified Transaction**" shall mean, with respect to any period, any Investment, the signing of a letter of intent or purchase agreement with respect to any Investment, any Disposition of assets, Permitted Sale Leaseback, incurrence or repayment of Indebtedness, dividend,

Subsidiary designation, Incremental Term B Loan (as defined in the First Lien Credit Agreement as in effect on the Closing Date), Incremental Term C Loan (as defined in the First Lien Credit Agreement as in effect on the Closing Date), Incremental Revolving Commitments (as defined in the First Lien Credit Agreement as in effect on the Closing Date), Incremental Revolving Loans (as defined in the First Lien Credit Agreement as in effect on the Closing Date) or other event that by the terms of this Agreement requires "Pro Forma Compliance" with a test or covenant hereunder or requires such test or covenant to be calculated on a "Pro Forma Basis."

"**Standard Securitization Undertakings**" shall mean representations, warranties, covenants and indemnities entered into by the Borrower or any Restricted Subsidiary which the Borrower has determined in good faith to be customary in a Securitization Facility, including, without limitation, those relating to the servicing of the assets of a Securitization Subsidiary, it being understood that any Securitization Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"**Stated Amount**" of any Letter of Credit shall mean the maximum amount from time to time available to be drawn thereunder, determined without regard to whether any conditions to drawing could then be met.

"**Stated Maturity**" shall mean, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for payment thereof; provided that, with respect to any pollution control revenue bonds or similar instruments, the Stated Maturity of any series thereof shall be deemed to be the date set forth in any instrument governing such Indebtedness for the remarketing of such Indebtedness.

"**Stock**" shall mean shares of capital stock or shares in the capital, as the case may be (whether denominated as common stock or preferred stock or ordinary shares or preferred shares, as the case may be), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity, whether voting or non-voting; provided that any instrument evidencing Indebtedness convertible or exchangeable for Stock shall not be deemed to be Stock unless and until such instrument is so converted or exchanged.

"**Stock Equivalents**" shall mean all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable; provided that any instrument evidencing Indebtedness convertible or exchangeable for Stock Equivalents shall not be deemed to be Stock Equivalents unless and until such instrument is so converted or exchanged.

"**Subsequent Transaction**" shall have the meaning provided in Section 1.10.

"**Subsidiary Guarantor**" shall mean each Guarantor that is a Subsidiary of the Borrower.

"**Subsidiary**" of any Person shall mean and include (a) any corporation more than 50% of whose Stock of any class or classes having by the terms thereof ordinary voting power to elect a

majority of the directors of such corporation (irrespective of whether or not at the time Stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries and (b) any limited liability company, partnership, association, joint venture or other entity of which such Person directly or indirectly through Subsidiaries has more than a 50% equity interest at the time or is a controlling general partner. Unless otherwise expressly provided, all references herein to a "Subsidiary" shall mean a Subsidiary of the Borrower.

"**Successor Borrower**" shall have the meaning provided in Section 10.3(a).

"**Survey**" shall mean a survey of any Mortgaged Property (and all improvements thereon), including a survey based on aerial photography or a ZipMap that is (a) sufficient, either alone or in connection with a survey (or "no change") affidavit in form and substance customary in the applicable jurisdiction, for the Title Company to remove (to the extent permitted by Applicable Law) or amend all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue such endorsements or other survey coverage, to the extent available in the applicable jurisdiction, as the Collateral Agent (acting at the direction of the Administrative Agent) may reasonably request or (b) otherwise reasonably acceptable to the Collateral Agent (acting at the direction of the Administrative Agent), taking into account the size, type and location of the Real Estate covered thereby.

"**Susquehanna**" shall mean Susquehanna Nuclear, LLC and any of its successors and assigns.

"**Susquehanna Assets**" shall mean any equity interests of Susquehanna or any assets (other than cash and Cash Equivalents) owned by Susquehanna as of the Closing Date.

"**Susquehanna Event of Default**" shall mean (i) the making of any Restricted Payment by the Borrower or any Restricted Subsidiary of all or a portion of the Susquehanna Assets, (ii) the making of any Investment in any Person by the Borrower or any Restricted Subsidiary using all or a portion of the Susquehanna Assets or (iii) any transaction entered into by the Borrower or any Restricted Subsidiary in which Susquehanna ceases to be a Subsidiary Guarantor other than a transaction that complies with Section 10.3; provided, that none of the following shall be considered a "Susquehanna Event of Default": (x) any sale or other Disposition of Susquehanna Assets with an aggregate fair market value per 12-month period equal to or less than $2,000,000, (y) any sale or other Disposition of Susquehanna Assets that occurs in ordinary course of business and consistent with past practice and (z) any sale or other Disposition, Restricted Payment or Investment involving Susquehanna Assets among the Borrower and one or more Subsidiary Guarantors; provided further that in the case of clauses (x) and (y) above, any such Susquehanna Assets not transferred or subject to such Disposition shall be held by the Borrower or one or more Subsidiary Guarantors.

"**Swap Termination Value**" shall mean, in respect of any one or more Hedging Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Agreements, (a) for any date on or after the date such Hedging Agreements have been closed out and termination value(s) determined in accordance therewith,

such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined in accordance with GAAP.

"**Taxes**" shall mean any and all present or future taxes, duties, levies, imposts, assessments, deductions, withholdings (including backup withholdings) or other similar charges imposed by any Governmental Authority whether computed on a separate, consolidated, unitary, combined or other basis and any interest, fines, penalties or additions to tax with respect to the foregoing.

"**Test Period**" shall mean, for any determination under this Agreement, the four consecutive fiscal quarters of the Borrower then last ended and for which Section 9.1 Financials have been or were required to have been delivered (or, before the first delivery of Section 9.1 Financials, the four fiscal quarter period ending on March 31, 2023).

"**Title Company**" shall mean Fidelity National Title Insurance Company.

"**Transaction Expenses**" shall mean any fees, costs, liabilities or expenses incurred or paid by the Borrower or any of its Subsidiaries in connection with the Transactions, this Agreement and the other Credit Documents and the transactions contemplated hereby and thereby including in respect of the commitments, negotiation, syndication, documentation and closing (and post-closing actions in connection with the Collateral) of the Credit Facilities (as defined in the First Lien Credit Agreement), the 2023 Notes and the Letter of Credit Facility.

"**Transactions**" shall mean, collectively, the (i) transactions contemplated by this Agreement to occur on or around the Closing Date (including the Closing Refinancing and the entering into and funding hereunder and the payment of the Transaction Expenses), (ii) the consummation of the Equity Rights Offering, (iii) the issuance of the 2023 Notes, (iv) the establishment of the First Lien Credit Agreement and the incurrence of Indebtedness thereunder and (v) the transactions in connection with the consummation of the Plan, and the payment of fees, costs, liabilities and expenses in connection with each of the foregoing and the consummation of any other transaction connected with the foregoing.

"**Transferee**" shall have the meaning provided in Section 13.6(e).

"**Trust Indenture Act**" shall have the meaning provided in Section 12.11.

"**U.S. Person**" shall mean any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"**U.S. Recipient**" shall mean any Recipient that is a U.S. Person.

"**UCC**" shall mean the Uniform Commercial Code of the State of New York or of any other state the laws of which are required to be applied in connection with the security interests in any Collateral.

"**UK Financial Institution**" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority,

which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**Unfunded Current Liability**" of any Benefit Plan shall mean the amount, if any, by which the Accumulated Benefit Obligation (as defined under Statement of Financial Accounting Standards No. 87 ("**SFAS 87**")) under the Benefit Plan as of the close of its most recent plan year, determined in accordance with SFAS 87 as in effect on the Closing Date, exceeds the fair market value of the assets allocable thereto.

"**Unit**" shall mean an individual power plant generation system comprised of all necessary physically connected generators, reactors, boilers, combustion turbines and other prime movers operated together to independently generate electricity.

"**Unpaid Drawing**" shall have the meaning provided in Section 3.3(a).

"**Unrestricted Cash**" shall mean, without duplication, (a) all cash and cash equivalents included in the cash and cash equivalents accounts listed on the consolidated balance sheet of the Borrower and the Restricted Subsidiaries as at such date (other than any such amounts listed as "restricted cash" thereon) and (b) all margin deposits related to commodity positions listed as assets on the consolidated balance sheet of the Borrower and the Restricted Subsidiaries; provided that Unrestricted Cash shall not include any amounts on deposit in or credited to any Term C Collateral Account (as defined in the First Lien Credit Agreement as in effect on the Closing Date).

"**Unrestricted Subsidiary**" shall mean (a) any Subsidiary of the Borrower that is listed on Schedule 1.1(g) hereto, (b) any Subsidiary of the Borrower that is designated as an Unrestricted Subsidiary after the Closing Date; provided that at such time (or promptly thereafter) the Borrower designates such Subsidiary an Unrestricted Subsidiary in a written notice to the Administrative Agent, (c) any Restricted Subsidiary subsequently designated as an Unrestricted Subsidiary by the Borrower in a written notice to the Administrative Agent; provided that in the case of (b) and (c), (x) such designation shall be deemed to be an Investment (or reduction in an outstanding Investment, in the case of a designation of an Unrestricted Subsidiary as a Restricted Subsidiary) on the date of such designation in an amount equal to the net book value of the investment therein and such designation shall be permitted only to the extent permitted under Section 10.5 on the date of such designation and (y) no Event of Default exists or would result from such designation after giving Pro Forma Effect thereto and (d) each Subsidiary of an Unrestricted Subsidiary. No Subsidiary may be designated as an Unrestricted Subsidiary if, after such designation, it would be a "Restricted Subsidiary" for the purpose of (or otherwise subject to the covenants governing) any Material Indebtedness for borrowed money that is secured on a *pari passu* basis with the Letter of Credit Facility. The Borrower may, by written notice to the Administrative Agent, re-designate any Unrestricted Subsidiary as a Restricted Subsidiary, and thereafter, such Subsidiary shall no longer constitute an Unrestricted Subsidiary, but only if (x) to the extent such Subsidiary has outstanding Indebtedness on the date of such designation, immediately after giving effect to such designation, the Borrower shall be in compliance, on a Pro Forma Basis, after giving effect to the incurrence of such Indebtedness, with the covenant set forth in Section 10.9 (to the extent such

covenant is then required to be tested) and (y) no Event of Default exists or would result from such re-designation. Notwithstanding the foregoing, no Subsidiary may be designated as an Unrestricted Subsidiary if such Subsidiary owns any Material Intellectual Property at the time of designation.

"**Voting Stock**" shall mean, with respect to any Person, such Person's Stock or Stock Equivalents having the right to vote for the election of directors or other governing body of such Person under ordinary circumstances.

"**Weighted Average Life to Maturity** " shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining scheduled installment, sinking fund, serial maturity or other required scheduled payments of principal, including payment at final scheduled maturity, in respect thereof by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then-outstanding principal amount of such Indebtedness; provided that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended (the "**Applicable Indebtedness**"), the effects of any prepayments or amortization made on such Applicable Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded.

"**Wholly Owned**" shall mean, with respect to the ownership by a Person of a Subsidiary, that all of the Stock of such Subsidiary (other than directors' qualifying shares or nominee or other similar shares required pursuant to Applicable Law) are owned by such Person or another Wholly Owned Subsidiary of such Person.

"**Withdrawal Liability**" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

"**Write-Down and Conversion Powers**" shall mean, (a) 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 and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2. Other Interpretive Provisions. With reference to this Agreement and each other Credit Document, unless otherwise specified herein or in such other Credit Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Credit Document shall refer to such Credit Document as a whole and not to any particular provision thereof.

(c) Article, Section, Exhibit and Schedule references are to the Credit Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(f) The words "asset" and "property" shall be construed to have the same meaning and effect and refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(g) All references to "knowledge" or "awareness" of any Credit Party or a Restricted Subsidiary thereof means the actual knowledge of an Authorized Officer of a Credit Party or such Restricted Subsidiary.

(h) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including."

(i) Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all of the functions thereof.

(j) Section headings herein and in the other Credit Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Credit Document.

(k) For purposes of determining compliance with any one of Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7 and 9.9, (i) in the event that any Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness meets the criteria of more than one of the categories of transactions permitted pursuant to any clause of such Section, such transaction (or portion thereof) at any time and from time to time shall be permitted under one or more of such clauses as determined by the Borrower (and the Borrower shall be entitled to redesignate use of any such clauses from time to time) in its sole discretion at such time; provided that all Indebtedness outstanding under the Credit Documents will be deemed at all times to have been incurred in reliance only on the exception in clause (a) of Section 10.1 and (ii) with respect to any Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness or other applicable transaction in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Lien, Investment, Indebtedness, merger,

consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness or other applicable transaction is made (so long as such Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, dividend, Affiliate transaction, contractual obligation or prepayment of Indebtedness or other applicable transaction at the time incurred or made was permitted hereunder).

(l) All references to "in the ordinary course of business" of the Borrower or any Subsidiary thereof means (i) in the ordinary course of business of, or in furtherance of an objective that is in the ordinary course of business of the Borrower or such Subsidiary, as applicable, (ii) customary and usual in the industry or industries of the Borrower and its Subsidiaries in the United States or any other jurisdiction in which the Borrower or any Subsidiary does business, as applicable, or (iii) generally consistent with the past or current practice of the Borrower or such Subsidiary, as applicable, or any similarly situated businesses in the United States or any other jurisdiction in which the Borrower or any Subsidiary does business, as applicable.

(m) The term "fair market value" is by way of example and not limitation and means fair market value as determined by the Borrower in good faith.

1.3. Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP.

(b) Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under the Financial Accounting Standards Board's Accounting Standards Codification No. 825—Financial Instruments, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of the Borrower or any Subsidiary at "fair value" as defined therein.

(c) Notwithstanding anything to the contrary herein, (i) for purposes of determining compliance with any test or covenant contained in this Agreement with respect to any period during which any Specified Transaction occurs (or, for purposes of determining compliance with any test or covenant governing the permissibility of any transaction hereunder, during such period and thereafter and on or prior to such date of determination), Consolidated Adjusted EBITDA, Consolidated Total Assets, the Consolidated Total Net Leverage Ratio, the Consolidated First Lien Net Leverage Ratio, and the Consolidated Secured Net Leverage Ratio shall each be calculated with respect to such period and such Specified Transaction on a Pro Forma Basis and (ii) for purposes of determining compliance with any ratio governing the permissibility of any transaction to be consummated on a Pro Forma Basis hereunder, (A) the cash proceeds of any incurrence of debt then being incurred in connection with such transaction shall not be netted from Consolidated Total Debt and (B) Consolidated Total Debt shall be calculated after giving effect to

any prepayment of Indebtedness, in each case, for purposes of calculating the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio or Consolidated Total Net Leverage Ratio, as applicable. If since the beginning of any applicable Test Period, any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of the Restricted Subsidiaries, in each case, since the beginning of such Test Period shall have made any Specified Transaction that would have required adjustment pursuant to this definition, then such financial ratio or test (or Consolidated Adjusted EBITDA or Consolidated Total Assets) shall be calculated to give *pro forma* effect thereto in accordance with this definition.

(d) Notwithstanding anything to the contrary, (i) notwithstanding any change in GAAP after December 31, 2018 that would require lease obligations that would be treated as operating leases as of December 31, 2018 to be classified and accounted for as Capital Leases or finance leases or otherwise reflected on the Borrower's consolidated balance sheet, such obligations shall continue to be excluded from the definition of Indebtedness and (ii) any lease that would have been considered an operating lease under GAAP in effect as of December 31, 2018 shall be treated as an operating lease for all purposes under this Agreement and the other Credit Documents, and obligations in respect thereof shall be excluded from the definition of Indebtedness.

(e) With respect to the determination of Consolidated Adjusted EBITDA, Consolidated Total Assets, the Consolidated First Lien Net Leverage Ratio, the Consolidated Total Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or any determination under any other applicable provision of the Credit Documents (including the definition of Immaterial Subsidiary) made on or prior to the date on which financial statements for the fiscal quarter ending June 30, 2023 described in Section 9.1(b) have been delivered (or were required to have been delivered), such calculation will be determined for the period of four consecutive fiscal quarters ended March 31, 2023.

1.4. Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.5. References to Agreements, Laws, Etc. Unless otherwise expressly provided herein, (a) references to organizational documents, agreements (including the Credit Documents) and other Contractual Requirements shall be deemed to include all subsequent amendments, restatements, amendment and restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, amendment and restatements, extensions, supplements and other modifications are permitted by any Credit Document and (b) references to any Requirement of Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Requirement of Law.

1.6. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

1.7. Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

1.8. Currency Equivalents Generally. For purposes of determining compliance under Sections 10.4, 10.5 and 10.6 with respect to any amount denominated in any currency other than Dollars (other than with respect to (a) any amount derived from the financial statements of the Borrower and the Subsidiaries of the Borrower or (b) any Indebtedness denominated in a currency other than Dollars), such amount shall be deemed to equal the Dollar equivalent thereof based on the average Exchange Rate for such other currency for the most recent twelve-month period immediately prior to the date of determination determined in a manner consistent with that used in calculating Consolidated Adjusted EBITDA for the related period. For purposes of determining compliance with Sections 10.1, 10.2 and 10.5, with respect to any amount of Indebtedness in a currency other than Dollars, compliance will be determined at the time of incurrence or advancing thereof using the Dollar equivalent thereof at the Exchange Rate in effect at the time of such incurrence or advancement.

1.9. Hedging Agreements. It is understood, acknowledged and agreed (without limitation) that the following Hedging Agreements and/or Commodity Hedging Agreements shall be deemed to be entered into in the ordinary course of business and not be deemed speculative or entered into for speculative purposes for any purpose of this Agreement and all other Credit Documents: (a) any Commodity Hedging Agreement intended, at trading, inception or execution, to hedge, mitigate or manage any risks related to (i) existing and/or forecasted power generation, capacity or load of the Borrower or the Restricted Subsidiaries (whether owned or contracted) or (ii) any fuel or other inputs related to, or in connection with, any of the items listed in sub-clause (a)(i), (b) any Hedging Agreement intended, at trading, inception or execution, (i) to hedge, mitigate or manage the interest rate exposure associated of the Borrower or the Restricted Subsidiaries (including those arising under any debt securities, debt facilities or leases (existing or forecasted)), (ii) for foreign exchange or currency exchange risk mitigation or management, (iii) to manage commodity portfolio exposure associated with changes in interest rates or (iv) to hedge any exposure that the Borrower or any Restricted Subsidiary may have to counterparties under other Hedging Agreements such that the combination of such Hedging Agreements is not speculative taken as a whole and (c) any Hedging Agreement and/or Commodity Hedging Agreement, as applicable, entered into by the Borrower or any Restricted Subsidiary that was intended, at trading, inception or execution, to unwind or offset (in whole or in part) any Hedging Agreement and/or Commodity Hedging Agreement, as applicable, described in clauses (a) and (b) of this Section 1.9.

1.10. Limited Condition Transactions. In connection with any action being taken in connection with a Limited Condition Transaction, for purposes of (i) determining compliance with any provision of this Agreement which requires the calculation of any financial ratio or test, (ii) determining the accuracy of representations and warranties in Section 8 and/or whether a Default or Event of Default shall have occurred and be continuing under Section 11 or (iii) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of Consolidated Adjusted EBITDA or Consolidated Total Assets), in each case, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited

Condition Transaction, an "**LCT Election**"), the date of determination of whether any such action is permitted hereunder shall be deemed to be at the option of the Borrower, (i) the date the definitive agreement for such Limited Condition Transaction is entered into (or the date of the effectiveness of any documentation or agreement with a substantially similar effect as a binding acquisition agreement), (ii) at the time that binding commitments to provide any debt contemplated or incurred in connection therewith are provided or at the time such debt is incurred or (iii) at the time of the consummation of the relevant Limited Condition Acquisition (the "**LCT Test Date**"), and if, after giving Pro Forma Effect to the Limited Condition Transaction, the Borrower or any of its Restricted Subsidiaries could have been permitted to take such action on the relevant LCT Test Date in compliance with such ratio, test or basket, such ratio, test or basket shall be deemed to have been complied with. For the avoidance of doubt, if the Borrower has made an LCT Election and, following the LCT Test Date, any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date could have failed to have been satisfied as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in Consolidated Adjusted EBITDA, Consolidated Interest Expense or Consolidated Total Assets following the LCT Test Date but at or prior to the consummation of the relevant Limited Condition Transaction, such baskets, tests or ratios will not be deemed to have failed to have been satisfied as a result of such fluctuations. If the Borrower has made an LCT Election for any Limited Condition Transaction, then in connection with any event or transaction occurring after the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement or date for redemption, repurchase, defeasance, satisfaction and discharge or repayment specified in an irrevocable notice for such Limited Condition Transaction is terminated, expires or passes, as applicable, without consummation of such Limited Condition Transaction (a "**Subsequent Transaction**") in connection with which a ratio, test or basket availability calculation must be made on a Pro Forma Basis or giving Pro Forma Effect to such Subsequent Transaction, for purposes of determining whether such ratio, test or basket availability has been complied with under this Agreement, any such ratio, test or basket shall be required to be satisfied on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith have been consummated until such time as the applicable Limited Condition Transaction has actually closed or the definitive agreement with respect thereto has been terminated.

1.11. Divisions. For all purposes under the Credit Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Stock at such time.

1.12. Compliance with Certain Sections. Notwithstanding anything in this Agreement or any Credit Document to the contrary herein, with respect to any amounts incurred (including any baskets, thresholds, exceptions and any related builder or grower component) or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (any such amounts, the "**Fixed Amounts**") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with any such financial ratio or test (any

such amounts, the "**Incurrence-Based Amounts**"), it is understood and agreed that any Fixed Amount (and any cash proceeds thereof) shall be disregarded in the calculation of the financial ratio or test applicable to the relevant Incurrence-Based Amount in connection with such substantially concurrent incurrence and amounts incurred, or transactions entered into or consummated, in reliance on a Fixed Amount (including clause (1)(x) of the definition of Maximum Incremental Facilities Amount (as defined in the First Lien Credit Agreement as in effect on the Closing Date)) in a concurrent transaction, a single transaction or a series of related transactions with the amount incurred, or transaction entered into or consummated, under the applicable Incurrence-Based Amount, shall not be given effect in calculating the applicable Incurrence-Based Amount (but giving pro forma effect to all applicable and related transactions (including the use of proceeds of all Indebtedness to be incurred and any repayments, repurchases and redemptions of Indebtedness) and all other Pro Forma Adjustments).

SECTION 2. [Reserved]

SECTION 3. Letters of Credit

3.1. Issuance of Letters of Credit.

(a) (i) Subject to and upon the terms and conditions herein set forth, at any time and from time to time on and after the Closing Date and prior to the L/C Termination Date, each L/C Issuer agrees to issue upon the request of the Borrower and (x) for the direct or indirect benefit of the Borrower and its direct or indirect Subsidiaries and (y) for the direct or indirect benefit of any direct or indirect parent of the Borrower or any Subsidiaries of such direct or indirect parent so long as the aggregate Stated Amount of all Letters of Credit issued for such parent and its other Subsidiaries' benefit (excluding Letters of Credit issued to support the obligations of such direct or indirect parent or its other Subsidiaries which obligations were entered into primarily to benefit the business of Borrower and its Subsidiaries) does not exceed the Available RP/Investment Capacity Amount at any time, a letter of credit or letters of credit (the "**Letters of Credit**" and each, a "**Letter of Credit**") in such form and with such Issuer Documents as may be approved by such L/C Issuer in its reasonable discretion; provided that the Borrower shall be a co-applicant, and jointly and severally liable with respect to each Letter of Credit issued for the account of such Subsidiary or such direct or indirect parent and its other Subsidiaries; provided further that Letters of Credit issued for the direct or indirect benefit of such direct or indirect parent and its other Subsidiaries other than the Borrower and its Restricted Subsidiaries shall be subject to Sections 10.5 and 10.6 hereof. Notwithstanding anything to the contrary contained herein, each L/C Issuer shall only be required to issue standby Letters of Credit under this Agreement.

(ii) Notwithstanding the foregoing, (A) no Letter of Credit shall be issued the Stated Amount of which, when added to the Letters of Credit Outstanding in respect of all Letters of Credit at such time, would exceed the L/C Commitment then in effect and (B) subject to Section 3.2(b), each Letter of Credit shall have an expiration date occurring no later than the earlier of (x) one year after the date of issuance thereof, unless otherwise agreed upon by the Administrative Agent and the applicable L/C Issuer, or if issued to replace existing Letters of Credit with a maturity of longer than one year, or as provided under Section 3.2(b) and (y) the L/C Termination Date; (C) each Letter of Credit shall be denominated in Dollars; (D) no Letter of Credit shall be issued if (i) it would be

illegal under any Applicable Law for the beneficiary of the Letter of Credit to have a Letter of Credit issued in its favor or (ii) the issuance of such Letter of Credit would violate any laws binding upon the applicable L/C Issuer; and (E) no Letter of Credit shall be issued after the applicable L/C Issuer has received a written notice from the Borrower, the Administrative Agent or the Required L/C Issuers stating that a Default or an Event of Default has occurred and is continuing until such time as the applicable L/C Issuer shall have received a written notice (x) of rescission of such notice from the party or parties originally delivering such notice, (y) of the waiver of such Default or Event of Default in accordance with the provisions of Section 13.1 or (z) that such Default or Event of Default is no longer continuing.

3.2. Letter of Credit Requests.

(a) Whenever the Borrower desires that a Letter of Credit (other than an Existing Letter of Credit) be issued, the Borrower shall give the Administrative Agent and the applicable L/C Issuer a Letter of Credit Request by no later than 1:00 p.m. at least three (or such shorter time as may be agreed upon by the Administrative Agent and such L/C Issuer) Business Days prior to the proposed date of issuance. Each notice shall be executed by the Borrower and shall be in the form of Exhibit D, or such other form (including by electronic or fax transmission) as agreed between the Borrower, the Administrative Agent and the applicable L/C Issuer (each a " **Letter of Credit Request**").

(b) If the Borrower so requests in any applicable Letter of Credit Request, any L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "**Auto-Extension Letter of Credit**"); provided that any such Auto-Extension Letter of Credit must permit such L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "**Non-Extension Notice Date**") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by a L/C Issuer, the Borrower shall not be required to make a specific request to such L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Borrower shall be deemed to have authorized (but may not require) such L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the L/C Termination Date; provided, however, that such L/C Issuer shall not permit any such extension if (A) such L/C Issuer has determined that it would not be permitted at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) of Section 3.1(a), or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is five Business Days before the Non-Extension Notice Date from the Administrative Agent or the Borrower that one or more of the applicable conditions specified in Section 7 are not then satisfied (or waived), and in each such case directing such L/C Issuer not to permit such extension.

(c) Each L/C Issuer shall, at least once each month, provide the Administrative Agent a list of all Letters of Credit (including any Existing Letter of Credit) issued by it that are outstanding at such time; provided that (i) upon written request from the Administrative Agent, such L/C Issuer shall thereafter notify the Administrative Agent in writing on each Business Day of all Letters of Credit issued on the prior Business Day by such L/C Issuer and (ii) the failure of

a L/C Issuer to provide such list (A) shall not result in any liability of such L/C Issuer to any Person and (B) shall not impair or otherwise affect the liability or obligation of any Credit Party in respect of any Letter of Credit.

(d) The making of each Letter of Credit Request shall be deemed to be a representation and warranty by the Borrower that the Letter of Credit may be issued in accordance with, and will not violate the requirements of, Section 3.1(a)(ii).

3.3. Agreement to Repay Letter of Credit Drawings.

(a) The Borrower hereby agrees to reimburse the applicable L/C Issuer, by making payment in Dollars to the Administrative Agent in immediately available funds, for any payment or disbursement made by such L/C Issuer under any Letter of Credit (each such amount so paid until reimbursed, an "**Unpaid Drawing**") on the first Business Day following the date that such L/C Issuer provides written notice to the Borrower of such payment or disbursement (such required date for reimbursement, the "**Reimbursement Date**"), with interest on the amount so paid or disbursed by such L/C Issuer, from and including the date of such payment or disbursement to but excluding the Reimbursement Date, at the per annum rate for each day equal to the Prime Rate.

(b) The obligations of the Borrower under this Section 3.3 to reimburse the L/C Issuers with respect to Unpaid Drawings (including, in each case, interest thereon) shall be absolute and unconditional under any and all circumstances and irrespective of any set-off, counterclaim or defense to payment that the Borrower or any other Person may have or have had against any L/C Issuer or the Administrative Agent, including any defense based upon the failure of any drawing under a Letter of Credit (each a "**Drawing**") to conform to the terms of the Letter of Credit or any non-application or misapplication by the beneficiary of the proceeds of such Drawing; provided that the Borrower shall not be obligated to reimburse any L/C Issuer for any wrongful payment made by such L/C Issuer under the Letter of Credit issued by it as a result of acts or omissions constituting gross negligence, bad faith, willful misconduct or a material breach by such L/C Issuer (or any of its Related Parties) of any Credit Document, in each case, as determined in a final non- appealable judgement of a court of competent jurisdiction; further provided that if the Borrower fails to reimburse any L/C Issuer with respect to any Unpaid Drawings as required by this Section 3.3(b), the Administrative Agent shall be irrevocably authorized hereunder to instruct the Collateral Agent to release Cash Collateral to the Borrower to satisfy the applicable reimbursement obligations.

3.4. Increased Costs. If after the Closing Date, the adoption of any Applicable Law, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or actual compliance by a L/C Issuer with any request or directive made or adopted after the Closing Date (whether or not having the force of law), by any such authority, central bank or comparable agency shall either (a) impose, modify or make applicable any reserve, deposit, compulsory loan, insurance charge, capital adequacy, liquidity or similar requirement against letters of credit issued by any L/C Issuer, or (b) impose on any L/C Issuer any other conditions or liabilities affecting its obligations under this Agreement in respect of any Letter of Credit, and the result of any of the foregoing is to increase the cost to such L/C Issuer of issuing,

maintaining or participating in any Letter of Credit, or to reduce the amount of any sum received or receivable by such L/C Issuer (other than any such increase or reduction attributable to (i) Indemnified Taxes and Taxes indemnifiable under Section 5.2, (ii) Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise or branch profits Taxes imposed on any L/C Issuer or (iii) Taxes included under clauses (b) through (d) of the definition of "**Excluded Taxes**") in respect of Letters of Credit, then, promptly after receipt of written demand to the Borrower by such L/C Issuer (a copy of which notice shall be sent by such L/C Issuer to the Administrative Agent), the Borrower shall pay to such L/C Issuer such additional amount or amounts as will compensate such L/C Issuer for such increased cost or reduction, it being understood and agreed, however, that any L/C Issuer shall not be entitled to such compensation as a result of such Person's compliance with, or pursuant to any request or directive to comply with, any such Applicable Law as in effect on the Closing Date. A certificate submitted to the Borrower by the relevant L/C Issuer (a copy of which certificate shall be sent by such L/C Issuer to the Administrative Agent), setting forth in reasonable detail the basis for the determination of such additional amount or amounts necessary to compensate such L/C Issuer as aforesaid shall be conclusive and binding on the Borrower absent clearly demonstrable error. Notwithstanding the foregoing, no L/C Issuer shall demand compensation pursuant to this Section 3.4 if it shall not at the time be the general policy or practice of such L/C Issuer to demand such compensation in substantially the same manner as applied to other similarly situated borrowers under comparable letter of credit facilities.

3.5. New or Successor L/C Issuer.

(a) Subject to the appointment and acceptance of a successor L/C Issuer as provided in this paragraph (which is subject to the consent of the Borrower (such consent not to be unreasonably withheld or delayed)), any L/C Issuer may resign as a L/C Issuer upon 30 days' prior written notice to the Administrative Agent and the Borrower. The Borrower may add L/C Issuers at any time upon notice to the Administrative Agent. If a L/C Issuer shall resign or be replaced, or if the Borrower shall decide to add a new L/C Issuer under this Agreement, then the Borrower may appoint, with the consent of the Administrative Agent (such consent not to be unreasonably withheld, denied, conditioned or delayed), another successor or new issuer of Letters of Credit, whereupon such successor issuer shall succeed to the rights, powers and duties of the replaced or resigning L/C Issuer under this Agreement and the other Credit Documents, or such new issuer of Letters of Credit shall be granted the rights, powers and duties of a L/C Issuer, as applicable, hereunder, and the term "L/C Issuer," as applicable, shall mean such successor or include such new issuer of Letters of Credit effective upon such appointment. At the time such resignation or replacement shall become effective, the Borrower shall pay to the resigning or replaced L/C Issuer all accrued and unpaid fees owing to such L/C Issuer pursuant to Section 4.1(c). The acceptance of any appointment as a L/C Issuer hereunder whether as a successor issuer or new issuer of Letters of Credit in accordance with this Agreement, shall be evidenced by an agreement entered into by such new or successor issuer of Letters of Credit, in a form satisfactory to the Borrower and the Administrative Agent and, from and after the effective date of such agreement, such new or successor issuer of Letters of Credit shall become a "L/C Issuer," as applicable, hereunder. After the resignation or replacement of a L/C Issuer hereunder, the resigning or replaced L/C Issuer shall remain a party hereto and shall continue to have all the rights and obligations of a L/C Issuer under this Agreement and the other Credit Documents with respect to Letters of Credit issued by it prior to such resignation or replacement, but shall not be required to

issue additional Letters of Credit. In connection with any resignation or replacement pursuant to this clause (a) (but, in case of any such resignation, only to the extent that a successor issuer of Letters of Credit shall have been appointed), either (i) the Borrower, the resigning or replaced L/C Issuer and the successor issuer of Letters of Credit shall arrange to have any outstanding Letters of Credit issued by the resigning or replaced L/C Issuer replaced with Letters of Credit issued by the successor issuer of Letters of Credit or (ii) the Borrower shall cause the successor issuer of Revolving Letters of Credit, if such successor issuer is reasonably satisfactory to the replaced or resigning L/C Issuer, to issue "backstop" Letters of Credit naming the resigning or replaced L/C Issuer as beneficiary for each outstanding Letter of Credit issued by the resigning or replaced L/C Issuer, which new Letters of Credit shall have an amount equal to the Letters of Credit being back-stopped. After any resigning or replaced L/C Issuer's resignation or replacement as L/C Issuer, the provisions of this Agreement relating to a L/C Issuer shall inure to its benefit as to any actions taken or omitted to be taken by it (A) while it was a L/C Issuer under this Agreement or (B) at any time with respect to Letters of Credit issued by such L/C Issuer.

(b) To the extent that there are, at the time of any resignation or replacement as set forth in clause (a) above, any outstanding Letters of Credit, nothing herein shall be deemed to impact or impair any rights and obligations of any of the parties hereto with respect to such outstanding Letters of Credit (including, without limitation, any obligations related to the payment of Fees or the reimbursement or funding of amounts drawn), except that the Borrower, the resigning or replaced L/C Issuer and the successor issuer of Letters of Credit shall have the obligations regarding outstanding Letters of Credit described in clause (a) above.

3.6. Role of the L/C Issuers. Each L/C Issuer and the Borrower agree that, in paying any Drawing under a Letter of Credit, the relevant L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. Notwithstanding anything to the contrary in this Agreement, the Borrower may have a claim against a L/C Issuer, and such L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which the Borrower proves were caused by such L/C Issuer's willful misconduct, gross negligence, bad faith or a material breach by such L/C Issuer of any Credit Document (as determined in a final non-appealable judgment of a court of competent jurisdiction) or such L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of documents strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, each L/C Issuer 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 no L/C Issuer shall be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

3.7. Cash Collateral.

(a) Upon the written request of any L/C Issuer if, as of the Maturity Date, there are any Letters of Credit Outstanding, the Borrower shall promptly Cash Collateralize the applicable Letters of Credit Outstanding.

(b) If any Event of Default shall occur and be continuing, the Required L/C Issuers may require that the L/C Obligations be Cash Collateralized.

(c) For purposes of this Agreement, "**Cash Collateralize**" means (i) in all cases, to the extent reasonably acceptable to the applicable L/C Issuer, to issue "back-stop" Letters of Credit naming the relevant L/C Issuer as beneficiary for each outstanding Letter of Credit issued by the relevant L/C Issuer, which new Letters of Credit shall have an amount equal to the Letters of Credit being back-stopped and/or (ii) to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the L/C Issuers as collateral for the L/C Obligations, cash or deposit account balances (such items in clauses (i) and (ii), "**Cash Collateral**") in an amount equal to 100% of the amount of the Letters of Credit Outstanding required to be Cash Collateralized pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent, the L/C Issuers and the Borrower. Derivatives of such terms have corresponding meanings. The Borrower hereby grants to the Collateral Agent, for the benefit of the L/C Issuers, a security interest in all such cash, deposit accounts and all balances therein and all proceeds of the documentation in form and substance reasonably satisfactory to the Collateral Agent and the L/C Issuers. Such cash collateral shall be maintained in blocked, interest bearing deposit accounts established by and in the name of the relevant L/C Issuer (with the interest accruing for the benefit of the Borrower).

3.8. Certain Letters of Credit. Subject to the terms and conditions hereof, each Existing Letter of Credit that is outstanding on the Closing Date, listed on Schedule 1.1(b) shall, effective as of the Closing Date and without any further action by the Borrower, be continued (and deemed issued) as a Letter of Credit, hereunder and from and after the Closing Date shall be deemed a Letter of Credit, for all purposes hereof and shall be subject to and governed by the terms and conditions hereof.

3.9. Applicability of ISP and UCP. Unless otherwise expressly agreed by the relevant L/C Issuer and the Borrower when a Letter of Credit is issued, (i) the rules of the ISP shall be stated therein to apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance, shall be stated therein to apply to each commercial letter of credit, and in each case to the extent not inconsistent with the above referred rules, the laws of the State of New York shall be stated therein to apply to each Letter of Credit.

3.10. Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control and any security granted pursuant to any Issuer Document shall be void.

3.11. Letters of Credit Issued for Others. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, the Borrower's

Subsidiaries or the direct or indirect parent of Borrower or its other Subsidiaries, the Borrower shall be obligated to reimburse the relevant L/C Issuer hereunder for any and all drawings under such Letter of Credit. The Borrower hereby acknowledges that the issuance of Letters of Credit for the account of its Subsidiaries or the direct or indirect parent of the Borrower or its other Subsidiaries, inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of its Subsidiaries or its direct or indirect parent and its other Subsidiaries.

SECTION 4. Fees; Commitments.

4.1. Fees.

(a) The Borrower agrees to pay to the Administrative Agent, for the account of each L/C Issuer (in each case *pro rata* according to the respective L/C Commitments of all L/C Issuers) in Dollars, a commitment fee (the "**Commitment Fee**") for each day from the Closing Date to, but excluding, termination of this Agreement. The Commitment Fee shall be earned, due and payable by the Borrower (x) quarterly in arrears on the last Business Day of each March, June, September and December (for the three-month period (or portion thereof) ended on such day for which no payment has been received) and (y) on the Maturity Date (for the period ended on such date for which no payment has been received pursuant to clause (x) above). The Commitment Fee shall be computed for each day during such period at a rate *per annum* equal to the applicable Commitment Fee Rate in effect on such day on the applicable portion of the Available L/C Commitment in effect on such day.

(b) The Borrower agrees to pay to the Administrative Agent in Dollars for the account of each L/C Issuer *pro rata* on the basis of their respective L/C Commitments, a fee in respect of each Letter of Credit (the "**L/C Fee**"), for the period from the date of issuance of such Letter of Credit to the termination or expiration date of such Letter of Credit computed at the *per annum* rate for each day equal to the product of (x) 3.50% and (y) the average daily Stated Amount of such Letter of Credit. The L/C Fee shall be due and payable (x) quarterly in arrears on the last Business Day of each March, June, September and December and (y) on the Maturity Date (for the period ended on such date for which no payment has been received pursuant to clause (x) above).

(c) The Borrower agrees to pay to each L/C Issuer a fee in respect of each Letter of Credit issued by it (the "**Issuance Fee**"), for the period from the date of issuance of such Letter of Credit to the termination date of such Letter of Credit, computed at a rate per annum equal to 0.125%. Such Issuance Fees shall be earned, due and payable by the Borrower (x) quarterly in arrears on the last Business Day of each March, June, September and December and (y) on the later of (A) the Maturity Date and (B) the day on which the Letters of Credit Outstanding shall have been reduced to zero.

(d) The Borrower agrees to pay directly to each L/C Issuer upon each issuance of, drawing under, and/or amendment of, a Letter of Credit issued by it such amount as such L/C Issuer and the Borrower shall have agreed upon for issuances of, drawings under or amendments of, letters of credit issued by it.

(e) If all or a portion of any amount hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), and an Event of Default under Sections 11.1 or 11.5 shall have occurred and be continuing, then, upon the giving of written notice by the Administrative Agent to the Borrower (except in the case of an Event of Default under Section 11.5, for which no notice is required), such overdue amount shall bear interest at a rate *per annum* (the "**Default Rate**") equal to 5.50% from the date of written notice to the date on which such amount is paid in full (after as well as before judgment) (or if an Event of Default under Section 11.5 shall have occurred and be continuing, the date of the occurrence of such Event of Default). All computations of interest hereunder shall be made in accordance with Section 5.3.

4.2. Reduction of L/C Commitments.

(a) *Voluntary.* Upon at least one Business Day's prior revocable written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent (which notice the Administrative Agent shall promptly transmit to the L/C Issuers), the Borrower shall have the right, without premium or penalty, on any day, permanently to terminate or reduce the L/C Commitment in whole or in part; provided that, after giving effect to such termination or reduction, the Letters of Credit Outstanding with respect to all Letters of Credit, after giving effect to Cash Collateralization of Letters of Credit, shall not exceed the L/C Commitment.

(b) *Mandatory.* The L/C Commitment of each L/C Issuer shall terminate on the Maturity Date.

SECTION 5. Payments.

5.1. Method and Place of Payment.

(a) Except as otherwise specifically provided herein, all payments under this Agreement shall be made by the Borrower without set-off, counterclaim or deduction of any kind, to the Administrative Agent, for the ratable account of the L/C Issuers entitled thereto or the L/C Issuer entitled thereto, as the case may be, not later than 3:00 p.m., in each case, on the date when due and shall be made in immediately available funds at the Administrative Agent's Office or at such other office as the Administrative Agent shall specify for such purpose by written notice to the Borrower, it being understood that written or facsimile notice by the Borrower to the Administrative Agent to make a payment from the funds in the Borrower's account at the Administrative Agent's Office shall constitute the making of such payment to the extent of such funds held in such account. All payments under this Agreement and each Credit Document shall be made in Dollars. The Administrative Agent will thereafter cause to be distributed on the same day (if payment was actually received by the Administrative Agent prior to 3:00 p.m. or, otherwise, on the next Business Day) like funds relating to the payment of principal or interest or fees ratably to L/C Issuers entitled thereto.

(b) Any payments under this Agreement that are made later than 3:00 p.m. shall be deemed to have been made on the next succeeding Business Day. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal,

interest shall be payable during such extension at the applicable rate in effect immediately prior to such extension.

5.2. Net Payments.

(a) Any and all payments made by, on behalf of, or on an account of any obligation of, the Borrower or any Guarantor under this Agreement or any other Credit Document shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes; provided that if any applicable withholding agent shall be required by Applicable Law to deduct or withhold any Taxes from such payments, then (i) if such Tax is an Indemnified Tax, the sum payable by the Borrower or any Guarantor shall be increased as necessary so that after making all such required deductions and withholdings (including such deductions or withholdings applicable to additional sums payable under this Section 5.2), the applicable L/C Issuer (or in the case of payments made to an Agent for its own account, such Agent) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the applicable withholding agent shall make such deductions or withholdings and (iii) the applicable withholding agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority within the time allowed and in accordance with Applicable Law. Whenever any Taxes are payable by the Borrower or any Guarantor, as promptly as possible thereafter, the Borrower or Guarantor shall send to the Administrative Agent for its own account or for the account of such Recipient, as the case may be, a certified copy of an original official receipt (or other evidence acceptable to the Administrative Agent, acting reasonably) received by the Borrower or such Guarantor evidencing payment thereof.

(b) The Borrower shall timely pay to the relevant Governmental Authority, or at the option of the Administrative Agent reimburse the Administrative Agent for the payment of, any Other Taxes (whether or not such Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority).

(c) The Borrower shall indemnify and hold harmless each Recipient within fifteen Business Days after written demand therefor, for the full amount of any Indemnified Taxes imposed on such Recipient on or with respect to any payment by or on account of any obligation of the Borrower or any Guarantor hereunder or under any other Credit Document (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.2) and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth reasonable detail as to the amount of such payment or liability delivered to the Borrower by the applicable Recipient (in the case of an Agent, on its own behalf or on behalf of a Recipient) shall be conclusive absent manifest error.

(d) Any Recipient that is entitled to an exemption from or reduction of withholding Tax with respect to payments hereunder or under any other Credit Document shall, to the extent it is legally able to do so, deliver to the Borrower (with a copy to the Administrative Agent), at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. A Recipient's obligation under the prior

sentence shall apply only if the Borrower or the Administrative Agent has made a request for such documentation. In addition, any Recipient, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Recipient is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in this Section 5.2(d), the completion, execution and submission of such documentation (other than such documentation set forth in Sections 5.2(e), 5.2(h) and 5.2(i) below) shall not be required if in the Recipient's reasonable judgment such completion, execution or submission would subject such Recipient to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Recipient. Each Recipient hereby authorizes the Administrative Agent to deliver to the Credit Parties and to any successor Administrative Agent any documentation provided by such Recipient to the Administrative Agent pursuant to Sections 5.2(d), 5.2(e), 5.2(h) and 5.2(i).

(e) Each Non-U.S. Recipient with respect to any Letter of Credit issued under any Credit Document shall, to the extent it is legally eligible to do so:

(i) deliver to the Borrower and the Administrative Agent, prior to the date on which the first payment to the Non-U.S. Recipient is due hereunder, two copies of (x) in the case of a Non-U.S. Recipient claiming exemption from U.S. federal withholding Tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest," United States Internal Revenue Service Form W-8BEN or W-8BEN-E (together with a certificate substantially in the form of Exhibit H certifying that (1) such Non-U.S. Recipient is not a bank for purposes of Section 881(c) of the Code, (2) such Non-U.S. Recipient is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of the Borrower, (3) any interest payment received by such Non-U.S. Recipient under this Agreement or any other Credit Document is not effectively connected with the Non-U.S. Recipient's conduct of a trade or business in the United States and (4) such Non-U.S. Recipient is not a controlled foreign corporation related to the Borrower (within the meaning of Section 881(c)(3)(C) of the Code)), (y)(1) Internal Revenue Service Form W-8BEN or Form W-8BEN-E, in each case properly completed and duly executed by such Non-U.S. Recipient claiming complete exemption from, or reduced rate of, U.S. federal withholding Tax on payments by the Borrower or any Guarantor under an applicable income tax treaty to which the United States is a party or (2) properly completed and duly executed Internal Revenue Service Form W-8ECI, or (z) if a Non-U.S. Recipient does not act or ceases to act for its own account with respect to any portion of any sums paid or payable to such Non-U.S. Recipient under any of the Credit Documents (for example, in the case of a typical participation or where Non-U.S. Recipient is a pass through entity), Internal Revenue Service Form W-8IMY and all necessary attachments (including the forms described in clauses (x) and (y) above, as required), provided that if the Non-U.S. Recipient is a partnership (and not a participating L/C Issuer) and one or more of the partners is claiming portfolio interest treatment, the certificate substantially in the form of Exhibit H may be provided by such Non-U.S. Recipient on behalf of such partner(s), in each case, properly completed and duly executed; and

(ii) deliver to the Borrower and the Administrative Agent two further copies of any such form or certification (or any applicable successor form) in each case properly completed and duly executed on or before the date that any such form or certification expires or becomes obsolete and after the occurrence of any event requiring a change in the most recent form previously delivered by it to the Borrower or the Administrative Agent, and from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent, or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so.

If in any such case any Change in Law has occurred prior to the date on which any such delivery would otherwise be required that renders any such form inapplicable or would prevent such Non-U.S. Recipient from duly completing and delivering any such form with respect to it, such Non-U.S. Recipient shall promptly so advise the Borrower and the Administrative Agent.

(f) If any Recipient determines, in its sole discretion exercised in good faith, that it had received and retained a refund of an Indemnified Tax (including an Other Tax) for which a payment of additional amounts or indemnification payments has been made by the Borrower pursuant to Section 5.2, which refund in the good faith judgment of such Recipient is attributable to such payment made by the Borrower, then the Recipient shall reimburse the Borrower for such amount (net of all out-of-pocket expenses of such Recipient, and without interest other than any interest received thereon from the relevant Governmental Authority with respect to such refund) as the Recipient determines in its sole discretion exercised in good faith to be the proportion of the refund as will leave such Person, after such reimbursement, in no better or worse position (taking into account expenses or any Taxes imposed on the refund) than it would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid; provided that the Borrower, upon the request of the Recipient, agrees to repay the amount paid over to the Borrower pursuant to this Section 5.2(f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund to such Governmental Authority. Upon reasonable request by the Borrower, a Recipient shall claim any refund in respect of any Indemnified Tax or Other Tax for which a payment of additional amounts or indemnification payments has been made by the Borrower pursuant to this Section 5.2 that such Recipient determines is available to it, unless it concludes in its sole discretion that it would be adversely affected by making such a claim. None of the Recipients shall be obliged to disclose any information regarding its tax affairs or computations to any Credit Party in connection with this clause (f) or any other provision of this Section 5.2.

(g) If the Borrower determines that a reasonable basis exists for contesting a Tax, each Recipient, as the case may be, shall use reasonable efforts to cooperate with the Borrower as the Borrower may reasonably request in challenging such Tax. Each Recipient agrees to use reasonable efforts to cooperate with the Borrower as the Borrower may reasonably request to minimize any amount payable by the Borrower or any Guarantor pursuant to this Section 5.2. The Borrower shall indemnify and hold each Recipient harmless against any reasonable out-of-pocket expenses incurred by such Person in connection with any request made by the Borrower pursuant to this Section 5.2(g). Nothing in this Section 5.2(g) shall obligate any Recipient to take

any action that such Recipient, in its reasonable judgment, determines would result in a material detriment to such Recipient.

(h) Each U.S. Recipient shall deliver to the Borrower and the Administrative Agent two copies of United States Internal Revenue Service Forms W-9 (or substitute or successor form), properly completed and duly executed, certifying that such Recipient is exempt from United States backup withholding (i) on or prior to the Closing Date (or on or prior to the date it becomes a party to this Agreement), (ii) on or before the date that such form expires or becomes obsolete, (iii) promptly after the occurrence of a change in such U.S. Recipient's circumstances requiring a change in the most recent form previously delivered by it to the Borrower and the Administrative Agent and (iv) from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent.

(i) If a payment made to any Recipient under any Credit Document would be subj ect to U.S. federal withholding Tax imposed under FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such other documentation reasonably requested by the Borrower and the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA, to determine whether such Recipient has or has not complied with such Recipient's FATCA obligations and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 5.2(i), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(j) The agreements in this Section 5.2 shall survive the termination of this Agreement and the payment of all amounts payable hereunder.

5.3. Computations of Interest and Fees.

(a) The Default Rate and any other interest rate hereunder shall be calculated on the basis of a 360-day year for the actual days elapsed.

(b) Fees shall be calculated on the basis of a 360-day year for the actual days elapsed.

5.4. Limitation on Amounts.

(a) No Payment Shall Exceed Lawful Rate. Notwithstanding any other term of this Agreement, the Borrower shall not be obligated to pay any interest or other amounts under or in connection with this Agreement or otherwise in respect of the Obligations in excess of the amount or rate permitted under or consistent with any applicable law, rule or regulation.

(b) Payment at Highest Lawful Rate. If the Borrower is not obliged to make a payment that it would otherwise be required to make, as a result of Section 5.4(a), the Borrower

shall make such payment to the maximum extent permitted by or consistent with applicable laws, rules and regulations.

(c) Adjustment if Any Payment Exceeds Lawful Rate. If any provision of this Agreement or any of the other Credit Documents would obligate the Borrower to make any payment of interest or other amount payable to any L/C Issuer in an amount or calculated at a rate that would be prohibited by any Applicable Law, then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Applicable Law, such adjustment to be effected, to the extent necessary, by reducing the amount or rate of interest required to be paid by the Borrower to the affected L/C Issuer under Section 4.1.

(d) Spreading. In determining whether the interest hereunder is in excess of the amount or rate permitted under or consistent with any Applicable Law, the total amount of interest shall be spread throughout the entire term of this Agreement until its payment in full.

(e) Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if any L/C Issuer shall have received from the Borrower an amount in excess of the maximum permitted by any Applicable Law, then the Borrower shall be entitled, by notice in writing to the Administrative Agent to obtain reimbursement from the Administrative Agent in an amount equal to such excess, and pending such reimbursement, such amount shall be deemed to be an amount payable by that L/C Issuer to the Borrower.

SECTION 6. Conditions Precedent to Effectiveness.

The effectiveness of this Agreement and the obligation of each L/C Issuer to make Letters of Credit available on the Closing Date is subject to the satisfaction or waiver of the conditions precedent set forth in this Section 6.

6 . 1 . Credit Documents. The Administrative Agent shall have received (a) this Agreement, executed and delivered by an Authorized Officer of each Credit Party as of the Closing Date, (b) the Guarantee, executed and delivered by an Authorized Officer of each Guarantor as of the Closing Date, (c) the Pledge Agreement, executed and delivered by an Authorized Officer of each pledgor party thereto as of the Closing Date, (d) the Security Agreement, executed and delivered by an Authorized Officer of each grantor party thereto as of the Closing Date, (e) the Collateral Trust Agreement, executed and delivered by an Authorized Officer of each of the parties thereto and (f) each other customary security document duly authorized, executed and delivered by the applicable parties thereto and related items to the extent necessary to create and perfect the security interests in the Collateral.

6.2. Collateral.

(a) All outstanding Stock of each Subsidiary of the Borrower directly owned by the Borrower or any Subsidiary Guarantor, in each case, as of the Closing Date, shall have been pledged pursuant to the Pledge Agreement (except that such Credit Parties shall not be required to pledge any Excluded Stock and Stock Equivalents) and the Collateral Representative shall have received all certificates, if any, representing such securities pledged under the Pledge Agreement, accompanied by instruments of transfer and undated stock powers endorsed in blank.

(b) All Indebtedness of the Borrower and each Subsidiary of the Borrower that is owing to the Borrower or a Subsidiary Guarantor shall, to the extent exceeding $10,000,000 in aggregate principal amount, be evidenced by one or more global promissory notes and shall have been pledged pursuant to the Pledge Agreement, and the Collateral Representative shall have received all such promissory notes, together with instruments of transfer with respect thereto endorsed in blank.

(c) All documents and instruments, including Uniform Commercial Code or other applicable personal property and financing statements, reasonably requested by the Collateral Agent (at the direction of the Administrative Agent acting reasonably) to be filed, registered or recorded to create the Liens intended to be created by any Security Document to be executed on the Closing Date and to perfect such Liens to the extent required by, and with the priority required by, such Security Document, unless otherwise agreed by the Collateral Agent (acting at the direction of the Administrative Agent), shall have been delivered to the Collateral Representative in proper form for filing, registration or recording and none of the Collateral shall be subject to any other pledges, security interests or mortgages, except for Liens permitted hereunder.

(d) The Borrower shall deliver to the Collateral Agent a completed Perfection Certificate, executed and delivered by an Authorized Officer of the Borrower, together with all attachments contemplated thereby.

Notwithstanding anything to the contrary herein, with respect to any security documents relating to real property to the extent constituting Collateral, the Borrower agrees to deliver or cause to be delivered such documents and instruments, and take or cause to be taken such other actions as may be required to grant and perfect such security interests, on or prior to the date that is 120 days after the Closing Date or such longer period of time as may be agreed to by the Administrative Agent in its reasonable discretion.

6.3. Legal Opinions. The Administrative Agent shall have received the executed customary legal opinions of (a) White & Case LLP, New York counsel to the Borrower and (b) Fitzpatrick Lentz & Bubba, P.C., Pennsylvania counsel to the Borrower.

6.4. Closing Certificates. The Administrative Agent shall have received a certificate of the Credit Parties, dated the Closing Date, in respect of the conditions set forth in Sections 6.8, 6.11 and 6.12 substantially in the form of Exhibit E, with appropriate insertions, executed by an Authorized Officer of each Credit Party, and attaching the documents referred to in Section 6.5.

6.5. Authorization of Proceedings of Each Credit Party. The Administrative Agent shall have received (a) a copy of the resolutions of the board of directors, other managers or general partner of each Credit Party (or a duly authorized committee thereof) authorizing (i) the execution, delivery and performance of the Credit Documents referred to in Section 6.1 (and any agreements relating thereto) to which it is a party and (ii) in the case of the Borrower, the extensions of credit contemplated hereunder, (b) true and complete copies of the Organizational Documents of each Credit Party as of the Closing Date, and (c) good standing certificates (to the extent such concept exists in the relevant jurisdiction of organization) of the Borrower and the Guarantors.

6.6. Fees. All fees required to be paid on the Closing Date pursuant to the Engagement and Commitment Letter and reasonable and documented out-of-pocket expenses required to be paid on the Closing Date, in the case of expenses, to the extent invoiced at least three (3) Business Days prior to the Closing Date, shall have been paid, or shall be paid substantially concurrently with, the initial availability of Letters of Credit hereunder.

6.7. Representations and Warranties. All representations and warranties contained in Section 8 of this Agreement shall be true and correct in all material respects on the Closing Date (except to the extent any such representation or warranty is stated to relate solely to an earlier date, it shall be true and correct in all material respects as of such earlier date).

6.8. Solvency Certificate. On the Closing Date, the Administrative Agent shall have received a certificate from the chief financial officer of the Borrower substantially in the form of Exhibit C hereto.

6.9. Plan; Confirmation Order. Neither the Plan nor the Confirmation Order shall have been amended, stayed, supplemented or otherwise modified in any respect that is, in the aggregate, materially adverse to the rights and interests of the L/C Issuers (taken as a whole), unless consented to in writing by the L/C Issuer (such consent not to be unreasonably withheld, delayed, conditioned or denied). The Plan shall be substantially consummated, as set forth in section 1101 of the Bankruptcy Code, and effective concurrently with the initial funding hereunder in accordance with the Plan.

6.10. Financial Statements. The Administrative Agent (for further distribution to the L/C Issuers) shall have received the Historical Financials. The Administrative Agent acknowledges that as of as of the Closing Date, this Section 6.10 has been satisfied.

6.11. No Event of Default. No Default or Event of Default shall have occurred and be continuing (immediately after giving effect to this Agreement and the Transactions contemplated by this Agreement to occur on the Closing Date).

6.12. Minimum Liquidity. The Borrower shall have Minimum Liquidity on the Closing Date of at least $500,000,000.

6.13. Certain Closing Date Transactions. The Borrower shall have (x)(i) obtained ratings for the Term Loan Facilities (as defined in the First Lien Credit Agreement) no worse than Ba3 from Moody's, no worse than BB- from S&P and no worse than BB- from Fitch and (ii) received at least $1,500 million of gross proceeds from one or more private offering or other debt or equity facilities, loans under the Term B Facility (as defined in the First Lien Credit Agreement), an inventory monetization transaction and/or a junior lien credit facility; provided that, if the LMBE-MC Facility is not refinanced on the Closing Date, the amount of gross proceeds required to be received shall be reduced by the aggregate net amount outstanding under the LMBE-MC Facility on the Closing Date or (y) received at least $1,800 million of gross proceeds from one or more private offering or other debt or equity facilities, loans under the Term B Facility (as defined in the First Lien Credit Agreement), an inventory monetization transaction, and/or a junior lien credit facility; provided that, if the LMBE-MC Facility is not refinanced on the Closing Date, the amount

of gross proceeds required to be received shall be reduced by the aggregate net amount outstanding under the LMBE-MC Facility on the Closing Date.

6.14. Patriot Act. The L/C Issuers and the Agents shall have received (at least 3 Business Days prior to the Closing Date) all documentation and other information about the Credit Parties as has been reasonably requested in writing at least 10 Business Days prior to the Closing Date by the Agents or the L/C Issuers that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations and the Beneficial Ownership Regulation, including without limitation the PATRIOT Act.

SECTION 7. Conditions Precedent to All Credit Events After the Closing Date.

The obligation of any L/C Issuer to issue Letters of Credit on any date, is subject to the satisfaction or waiver of the conditions precedent set forth in the following Sections 7.1 and 7.2; provided that the conditions precedent set forth in Section 7.1 shall not be required to be satisfied on the Closing Date:

7.1. No Default; Representations and Warranties. At the time of each Credit Event and also after giving effect thereto (other than any Credit Event on the Closing Date) (a) no Default or Event of Default shall have occurred and be continuing and (b) all representations and warranties made by any Credit Party contained herein or in the other Credit Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Credit Event (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date).

7.2. Letter of Credit Request. Prior to the issuance of each Letter of Credit, the applicable L/C Issuer and the Administrative Agent shall have received a Letter of Credit Request meeting the requirements of Section 3.2(a).

The acceptance of the benefits of each Credit Event shall constitute a representation and warranty by each Credit Party to each L/C Issuer that all the applicable conditions specified in this Section 7 have been satisfied or waived as of that time to the extent required by this Section 7.

SECTION 8. Representations, Warranties and Agreements.

In order to induce the L/C Issuers to enter into this Agreement and to issue Letters of Credit as provided for herein, the Borrower makes the following representations and warranties to the L/C Issuers and the Agents, all of which shall survive the execution and delivery of this Agreement and the issuance of the Letters of Credit:

8.1. Corporate Status; Compliance with Laws. Except as would not reasonably be expected to result in a Material Adverse Effect, each of the Borrower and each Material Subsidiary of the Borrower that is a Restricted Subsidiary (a) is a duly organized and validly existing corporation or other entity in good standing (as applicable) under the laws of the jurisdiction of its organization and has the corporate or other organizational power and authority to own its property and assets and to transact the business in which it is engaged, (b) has duly qualified and is

authorized to do business and is in good standing (if applicable) in all jurisdictions where it is legally required to be so qualified and (c) is in compliance with all Applicable Laws.

8.2. Corporate Power and Authority. Each Credit Party has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of the Credit Documents to which it is a party and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Credit Documents to which it is a party. Each Credit Party has duly executed and delivered each Credit Document to which it is a party and each such Credit Document, assuming due authorization, execution and delivery by the other parties thereto constitutes the legal, valid and binding obligation of such Credit Party enforceable in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law) and (ii) the need for filings and registrations necessary to create or perfect the Liens on the Collateral granted by the Credit Parties in favor of the Collateral Trustee (provided that, with respect to the creation and perfection of security interests with respect to Indebtedness, Stock and Stock Equivalents of Foreign Subsidiaries, only to the extent the creation and perfection of such obligation is governed by the Uniform Commercial Code).

8.3. No Violation. Neither the execution, delivery or performance by any Credit Party of the Credit Documents to which it is a party, nor the compliance with the terms and provisions thereof, nor the consummation of the financing transactions contemplated hereby and thereby, will (a) contravene any applicable provision of any Applicable Law other than any contravention which would not reasonably be expected to result in a Material Adverse Effect and assuming the receipt of any FERC and Nuclear Regulatory Commission approvals required in connection with an exercise of remedies, (b) result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Lien upon any of the property or assets of the Borrower or any Restricted Subsidiary (other than Liens created under the Credit Documents, Permitted Liens or Liens subject to an intercreditor agreement permitted hereby or the Collateral Trust Agreement) pursuant to the terms of any material indenture, loan agreement, lease agreement, mortgage, deed of trust or other material debt agreement or instrument to which the Borrower or any Restricted Subsidiary is a party or by which it or any of its property or assets is bound (any such term, covenant, condition or provision, a "**Contractual Requirement**") other than any such breach, default or Lien that would not reasonably be expected to result in a Material Adverse Effect, or (c) violate any provision of the Organizational Documents of any Credit Party.

8.4. Litigation. Except as set forth on Schedule 8.4, there are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened in writing with respect to the Borrower or any of the Restricted Subsidiaries that have a reasonable likelihood of adverse determination and such determination would reasonably be expected to result in a Material Adverse Effect.

8.5. Margin Regulations. Neither the making of any Loan hereunder nor the use of the proceeds thereof will violate the provisions of Regulation T, U or X of the Board.

8.6. Governmental Approvals. The execution, delivery and performance of the Credit Documents by the Credit Parties does not require, on behalf of any Credit Party, any consent or approval of, registration or filing with, or other action by, any Governmental Authority, except for (i) such as have been obtained or made and are in full force and effect, (ii) filings and recordings in respect of the Liens created pursuant to the Security Documents, (iii) such FERC and Nuclear Regulatory Commission approvals and filings as may be required in connection with an exercise of remedies and (iv) such licenses, authorizations, consents, approvals, registrations, filings or other actions the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect.

8.7. Investment Company Act. None of the Credit Parties is required to register as an "investment company" within the meaning of, and subject to registration under, the Investment Company Act of 1940, as amended.

8.8. True and Complete Disclosure.

(a) None of the written factual information and written data (taken as a whole) heretofore or contemporaneously furnished by or on behalf of the Borrower, any of the Subsidiaries of the Borrower or any of their respective authorized representatives to the Administrative Agent and/or any L/C Issuer on or before the Closing Date (including all such information and data contained in the Credit Documents) regarding the Borrower and its Restricted Subsidiaries in connection with the Transactions for purposes of or in connection with this Agreement or any transaction contemplated herein contained any untrue statement of any material fact or omitted to state any material fact necessary to make such information and data (taken as a whole) not materially misleading at such time in light of the circumstances under which such information or data was furnished and such information was, when furnished on or prior to the Closing Date, when taken as a whole after giving effect to all supplements and updates provided thereto, accurate in all material respects (it being understood, for the avoidance of doubt, that none of the Borrower or any of its Subsidiaries shall be required to update any such information following the Closing Date), it being understood and agreed that for purposes of this Section 8.8(a), such factual information and data shall not include projections or estimates (including financial estimates, forecasts, pro forma financial information, budgets, and other forward-looking information), other forward-looking information or statements regarding future condition or operations, or information of a general economic or general industry nature.

(b) As of the Closing Date, the projections contained in the Lender Presentation are based upon good faith estimates and assumptions believed by the Borrower to be reasonable at the time made, it being recognized by the Agents and the L/C Issuers that such projections, forward-looking statements, estimates and pro forma financial information are not to be viewed as facts or a guarantee of performance, and are subject to material contingencies and assumptions, many of which are beyond the control of the Credit Parties, and that actual results during the period or periods covered by any such projections, forward-looking statements, estimates and pro forma financial information may differ materially from the projected results.

8.9. Financial Condition; Financial Statements. The financial statements described in Section 6.10 present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Subsidiaries, in each case, as of the dates

thereof and for such period covered thereby in accordance with GAAP, consistently applied throughout the periods covered thereby, except as otherwise noted therein, and subject, in the case of any unaudited financial statements, to changes resulting from normal year-end adjustments and the absence of footnotes. There has been no Material Adverse Effect since December 31, 2022.

8.10. Tax Matters. Except where the failure of which would not be reasonably expected to have a Material Adverse Effect, (a) each of the Borrower and each of the Restricted Subsidiaries has filed all federal income Tax returns and all other Tax returns, domestic and foreign, required to be filed by it (after giving effect to all applicable extensions) and has paid all material Taxes payable by it that have become due (whether or not shown on such Tax return), other than those (i) not yet delinquent or (ii) contested in good faith as to which adequate reserves have been provided to the extent required by law and in accordance with GAAP, (b) each of the Borrower and each of the Restricted Subsidiaries has provided adequate reserves in accordance with GAAP for the payment of, all federal, state, provincial and foreign Taxes not yet due and payable, and (c) each of the Borrower and each of the Restricted Subsidiaries has satisfied all of its Tax withholding obligations.

8.11. Compliance with ERISA.

(a) Each Employee Benefit Plan is in compliance with ERISA, the Code and any Applicable Law; no Reportable Event has occurred (or is reasonably likely to occur) with respect to any Benefit Plan; no Multiemployer Plan is Insolvent (or is reasonably likely to be Insolvent), and no written notice of any such insolvency has been given to the Borrower or any ERISA Affiliate; no Benefit Plan has an accumulated or waived funding deficiency (or is reasonably likely to have such a deficiency); each Benefit Plan has satisfied the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Benefit Plan, and there has been no determination that any such Benefit Plan is, or is expected to be, in "at risk" status (within the meaning of Section 303(i)(4) of ERISA); none of the Borrower or any ERISA Affiliate has incurred (or is reasonably likely to incur) any liability to or on account of a Benefit Plan or Multiemployer Plan pursuant to Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code; no proceedings have been instituted (or are reasonably likely to be instituted) to terminate any Benefit Plan or to appoint a trustee to administer any Benefit Plan, and no written notice of any such proceedings has been given to the Borrower or any ERISA Affiliate; and no Lien imposed under the Code or ERISA on the assets of the Borrower or any ERISA Affiliate exists (or is reasonably likely to exist) nor has the Borrower or any ERISA Affiliate been notified in writing that such a Lien will be imposed on the assets of the Borrower or any ERISA Affiliate on account of any Benefit Plan, except to the extent that a breach of any of the representations, warranties or agreements in this Section 8.11(a) would not result, individually or in the aggregate, in an amount of liability that would be reasonably likely to have a Material Adverse Effect. No Benefit Plan has an Unfunded Current Liability that would, individually or when taken together with any other liabilities referenced in this Section 8.11(a), be reasonably likely to have a Material Adverse Effect. With respect to Multiemployer Plans, the representations and warranties in this Section 8.11(a), other than any made with respect to (i) liability under Section 4201 or 4204 of ERISA or (ii) liability for termination of such Multiemployer Plans under ERISA, are made to the knowledge of the Borrower.

(b) All Foreign Plans are in compliance with, and have been established, administered and operated in accordance with, the terms of such Foreign Plans and Applicable Law, except for any failure to so comply, establish, administer or operate the Foreign Plans as would not reasonably be expected to have a Material Adverse Effect. All contributions or other payments which are due with respect to each Foreign Plan have been made in full and there are no funding deficiencies thereunder, except to the extent any such events would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

8.12. Subsidiaries. Schedule 8.12 lists each Subsidiary of the Borrower (and the direct and indirect ownership interest of the Borrower therein), in each case, existing on the Closing Date (after giving effect to the Transactions).

8.13. Intellectual Property. Each of the Borrower and the Restricted Subsidiaries has good and marketable title to, or a valid license or right to use, all patents, trademarks, servicemarks, trade names, copyrights and all applications therefor and licenses thereof, and all other intellectual property rights, free and clear of all Liens (other than Liens permitted by Section 10.2), that are necessary for the operation of their respective businesses as currently conducted, except where the failure to have any such title, license or rights would not reasonably be expected to have a Material Adverse Effect.

8.14. Environmental Laws. Except as would not reasonably be expected to have a Material Adverse Effect: (a) the Borrower and the Restricted Subsidiaries and all Real Estate are in compliance with all Environmental Laws; (b) the Borrower and the Restricted Subsidiaries have, and have timely applied for renewal of, all permits required under Environmental Law to construct and operate their facilities as currently constructed; (c) except as set forth on Schedule 8.14, neither the Borrower nor any Restricted Subsidiary is subject to any pending or, to the knowledge of the Borrower, threatened Environmental Claim or any other liability under any Environmental Law, including any such Environmental Claim, or, to the knowledge of the Borrower, any other liability under Environmental Law related to, or resulting from the business or operations of any predecessor in interest of any of them; (d) none of the Borrower or any Restricted Subsidiary is conducting or financing or, to the knowledge of the Borrower, is required to conduct or finance, any investigation, removal, remedial or other corrective action pursuant to any Environmental Law at any location; (e) to the knowledge of the Borrower, no Hazardous Materials have been released into the environment at, on or under any Real Estate currently owned or leased by the Borrower or any Restricted Subsidiary and (f) neither the Borrower nor any Restricted Subsidiary has treated, stored, transported, released, disposed or arranged for disposal or transport for disposal of Hazardous Materials at, on, under or from any currently or, to the knowledge of the Borrower, formerly owned or leased Real Estate or facility. Except as provided in this Section 8.14, the Borrower and the Restricted Subsidiaries make no other representations or warranties regarding Environmental Laws.

8.15. Properties.

(a) Schedule 1.1(c) sets forth a complete and accurate list of all Real Estate located in the United States owned in fee simple by the Borrower or any Subsidiary Guarantor as of the Closing Date with a fair market value equal to or in excess of $20,000,000.

(b) Except as set forth on Schedule 8.15, the Borrower and the Restricted Subsidiaries have good title to or valid leasehold or easement interests or other license or use rights in all properties that are necessary for the operation of their respective businesses as currently conducted, free and clear of all Liens (other than any Liens permitted by this Agreement) and except where the failure to have such good title, leasehold or easement interests or other license or use rights would not reasonably be expected to have a Material Adverse Effect.

8.16. Solvency. On the Closing Date, after giving effect to the Transactions, immediately following the issuance of each Letter of Credit hereunder on such date and the making of each Loan (as defined in the First Lien Credit Agreement) on such date and after giving effect to the application of the proceeds of such Loans, the Borrower on a consolidated basis with its Subsidiaries will be Solvent.

8.17. Security Interests. Subject to the qualifications set forth in Section 6.2 and the terms, conditions and provisions of the Collateral Trust Agreement and any other applicable intercreditor agreement then in effect, with respect to each Credit Party, the Security Documents are (or, with respect to the Mortgages, will be) effective to create in favor of the Collateral Representative, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest (subject to Liens permitted hereunder) in the Collateral described therein and proceeds thereof, in each case, the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. In the case of (i) the Stock described in the Pledge Agreement that is in the form of securities represented by stock certificates or otherwise constituting certificated securities within the meaning of Section 8-102(a)(15) of the New York UCC ("Certificated Securities"), when certificates representing such Stock are delivered to the Collateral Representative along with instruments of transfer in blank or endorsed to the Collateral Representative, (ii) all other Collateral constituting Real Estate or personal property described in the Security Agreement, when financing statements and other required filings, recordings, agreements and actions in appropriate form are executed and delivered, performed, recorded or filed in the appropriate offices, and (iii) all Collateral constituting Real Estate described in the Mortgages, when such Mortgages are filed or recorded in the proper real estate filing or recording offices and all relevant mortgage taxes and recording charges are duly paid, as the case may be, the Collateral Representative, for the benefit of the applicable Secured Parties, shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Credit Parties in all Collateral and the proceeds thereof (to the extent such Liens may be perfected by possession of the Certificated Securities by the Collateral Representative, filing a financing statement or analogous document, filing intellectual property security agreement "short-form" filings with the United States Patent and Trademark Office or the United States Copyright Office or other actions or perfection is otherwise required by the terms of any Credit Document), in each case, to the extent required under the Security Documents, as security for the Obligations, in each case prior and superior in right to any other Lien (except, in the case of Liens permitted hereunder).

8.18. Labor Matters. Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against the Borrower or any Restricted Subsidiary pending or, to the knowledge of the Borrower, threatened in writing; and (b) hours worked by and payment made for such work to employees of the Borrower and each

Restricted Subsidiary have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters.

8.19. Sanctioned Persons; Anti-Corruption Laws; Patriot Act. None of the Borrower or any of its Restricted Subsidiaries or any of their respective directors or officers is (i) the subject of any economic embargoes or similar sanctions administered or enforced by the U.S. Department of State or the U.S. Department of Treasury (including the Office of Foreign Assets Control), the United Nations Security Council, the European Union, His Majesty's Treasury or any other applicable sanctions authority (collectively, "**Sanctions**," and the associated laws, rules, regulations and orders, collectively, "**Sanctions Laws**") or (ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, as of the Closing Date, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Luhansk People's Republic, the so-called Donetsk People's Republic and the nongovernment controlled Zaporizhzhia and Kherson regions of Ukraine). Each of the Borrower and its Restricted Subsidiaries and their respective officers and directors is in compliance, in all material respects, with (i) all Sanctions Laws, (ii) the United States Foreign Corrupt Practices Act of 1977, as amended, and any other applicable anti-bribery or anti-corruption laws, rules, regulations and orders (collectively, "**Anti-Corruption Laws**") and (iii) applicable portions of the Patriot Act, if any, and any other applicable anti-terrorism and anti-money laundering laws, rules, regulations and orders. No part of the proceeds of the Letters of Credit and no Letters of Credit will be used, directly or indirectly, (A) for the purpose of financing any activities or business of or with any Person or in any country or territory that at such time is the subject of any Sanctions in a manner that would result in a violation of applicable Sanctions by any party to this Agreement or (B) 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 in any material respect of any Anti-Corruption Law.

8.20. Use of Letters of Credit. The Borrower will use Letters of Credit in accordance with Section 9.13 of this Agreement.

8.21. Energy and Regulatory Matters. Each of the Borrower and its Restricted Subsidiaries (a) to the extent any such entity is a "public utility" under the FPA, such entity has obtained blanket authority from FERC to issue securities and assume liabilities pursuant to Section 204 of the FPA or is otherwise subject to exemption from FERC prior-authorization requirements with respect to such activities and (b) with respect to any such entity that is a "public-utility company" under PUHCA, (i) is an "exempt wholesale generator" under PUHCA, (ii) owns and/or operates a "qualifying facility" under the Public Utility Regulatory Policies Act of 1978, or (iii) would not otherwise cause an affiliated "holding company," as defined in PUHCA, to become subject to, or not exempt from, federal access-to-books-and-records requirements under PUHCA.

8.22. Beneficial Ownership Certification. As of the Closing Date, to the best knowledge of the Borrower, the information included in the Beneficial Ownership Certification provided on or prior to the Closing Date to any L/C Issuer in connection with this Agreement is true and correct in all respects.

SECTION 9. Affirmative Covenants.

The Borrower hereby covenants and agrees that on the Closing Date (immediately after giving effect to the Transactions) and thereafter, until the L/C Commitment and all Letters of Credit have terminated (unless such Letters of Credit have been Cash Collateralized, Backstopped or otherwise collateralized on terms and conditions reasonably satisfactory to the applicable L/C Issuer) and the Unpaid Drawings, together with interest, fees and all other Obligations (other than Contingent Obligations), are paid in full:

9.1. Information Covenants. The Borrower will furnish to the Administrative Agent (which shall promptly make such information available to the L/C Issuers in accordance with its customary practice):

(a) Annual Financial Statements. On or before the date on which such financial statements are required to be filed with the SEC (after giving effect to any permitted extensions) (or, if such financial statements are not required to be filed with the SEC, on or before the date that is 100 days after the end of each such Fiscal Year (or, in the case of financial statements for the Fiscal Year during which the Closing Date occurs, on or before the date that is 120 days after the end of such Fiscal Year)) (or, in each case, such later time as may be agreed by the Administrative Agent in its reasonable discretion), the consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such Fiscal Year, and the related consolidated statements of operations and cash flows for such Fiscal Year, setting forth comparative consolidated figures for the preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP in all material respects and, in each case, except with respect to any such reconciliation, certified by independent certified public accountants of recognized national standing whose opinion shall not be qualified as to the scope of audit or as to the status of the Borrower and its consolidated Subsidiaries as a going concern (other than any exception or qualification that is a result of (x) a current maturity date of any Indebtedness or (y) any actual or prospective default of a financial maintenance covenant), all of which shall be (i) certified by an Authorized Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and its consolidated Subsidiaries (or a direct or an indirect parent of the Borrower and its consolidated Subsidiaries, as the case may be) in accordance with GAAP in all material respects, subject to changes resulting from audit, normal year-end audit adjustments and absence of footnotes and (ii) accompanied by a Narrative Report with respect thereto.

(b) Quarterly Financial Statements. On or before the date on which such financial statements are required to be filed with the SEC (after giving effect to any permitted extensions) with respect to each of the first three quarterly accounting periods in each Fiscal Year of the Borrower (or, if such financial statements are not required to be filed with the SEC, on or before the date that is 50 days after the end of each such quarterly accounting period (or, in the case of financial statements for (i) the first fiscal quarter following the Closing Date, on or before the date that is 75 days after the end of such fiscal quarter and (ii) for the second and third fiscal quarters following the Closing Date required to be provided under this clause (b), on or before the date that is 60 days after the end of such fiscal quarter) of the first three fiscal quarters of every Fiscal Year) (or, in each case, such later time as may be agreed by the Administrative Agent in its reasonable discretion), the consolidated balance sheets of the Borrower and its consolidated

Subsidiaries, in each case, as at the end of such quarterly period and the related consolidated statements of operations for such quarterly accounting period and for the elapsed portion of the Fiscal Year ended with the last day of such quarterly period, and the related consolidated statement of cash flows for such quarterly accounting period and for the elapsed portion of the Fiscal Year ended with the last day of such quarterly period, and setting forth comparative consolidated figures for the related periods in the prior Fiscal Year or, in the case of such consolidated balance sheet, for the last day of the prior Fiscal Year, all of which shall be certified by an Authorized Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and its consolidated Subsidiaries (or a direct or an indirect parent of the Borrower and its consolidated Subsidiaries, as the case may be) in accordance with GAAP in all material respects, subject to changes resulting from audit, normal year-end audit adjustments and absence of footnotes.

(c) Officer's Certificates. Within five Business Days of the delivery of the financial statements provided for in Section 9.1(a) and (b), a certificate of an Authorized Officer of the Borrower to the effect that no Default or Event of Default exists or, if any Default or Event of Default does exist, specifying the nature and extent thereof, which certificate shall set forth (i) the calculations required to establish whether the Borrower and its Restricted Subsidiaries were in compliance with the provisions of Section 10.9 as at the end of such Fiscal Year or period (solely to the extent such covenant is required to be tested at the end of such Fiscal Year or quarter), as the case may be and (ii) a specification of any change in the identity of the Restricted Subsidiaries, Unrestricted Subsidiaries and Excluded Project Subsidiaries as at the end of such Fiscal Year or period, as the case may be, from the Restricted Subsidiaries, Unrestricted Subsidiaries and Excluded Project Subsidiaries, respectively, provided to the L/C Issuers on the Closing Date or the most recent Fiscal Year or period, as the case may be (including calculations in reasonable detail of any amount added back to Consolidated Adjusted EBITDA pursuant to clause (a)(16) and clause (a)(17)). Within five Business Days of the delivery of the financial statements provided for in Section 9.1(a), a certificate of an Authorized Officer of the Borrower setting forth (A) in reasonable detail the Applicable Amount and the Applicable Equity Amount as at the end of the Fiscal Year to which such financial statements relate and (B) the information required pursuant to Section 7 of the Perfection Certificate or confirming that there has been no change in such information since the Closing Date or the date of the most recent certificate delivered pursuant to this clause (c)(B), as the case may be.

(d) Notice of Default; Litigation; ERISA Event. Promptly after an Authorized Officer of the Borrower or any Restricted Subsidiary obtains knowledge thereof, notice of (i) the occurrence of any event that constitutes a Default or Event of Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Borrower or the relevant Restricted Subsidiary propose to take with respect thereto, (ii) any litigation, regulatory or governmental proceeding pending against the Borrower or any Restricted Subsidiary that has a reasonable likelihood of adverse determination and such determination would reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect and (iii) the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Effect.

(e) Other Information. Promptly upon filing thereof, copies of any filings (including on Form 10-K, 10-Q or 8-K) or registration statements with, and reports to, the SEC or

any analogous Governmental Authority in any relevant jurisdiction by the Borrower or any Restricted Subsidiary (other than amendments to any registration statement (to the extent such registration statement, in the form it becomes effective, is delivered to the Administrative Agent), exhibits to any registration statement and, if applicable, any registration statements on Form S-8) and copies of all financial statements, proxy statements, notices and reports that the Borrower or any Restricted Subsidiary shall send to the holders of any publicly issued debt with a principal amount in excess of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period of the Borrower and/or any Restricted Subsidiary in their capacity as such holders (in each case to the extent not theretofore delivered to the Administrative Agent pursuant to this Agreement).

(f) Requested Information. With reasonable promptness, following the reasonable request of the Administrative Agent, such other information (financial or otherwise) as the Administrative Agent on its own behalf or on behalf of any L/C Issuer (acting through the Administrative Agent) may reasonably request in writing from time to time; provided that, notwithstanding anything to the contrary in this Section 9.1(f), none of the Borrower or any of its Restricted Subsidiaries will be required to provide any such other information pursuant to this Section 9.1(f) to the extent that (i) the provision thereof would violate any attorney client privilege (as reasonably determined by counsel (internal or external) to the Credit Parties), law, rule or regulation, or any contractual obligation of confidentiality binding on the Credit Parties or their respective affiliates (so long as not entered into in contemplation hereof) or (ii) such information constitutes attorney work product (as reasonably determined by counsel (internal or external) to the Credit Parties).

(g) Projections. Prior to an underwritten public offering, within 100 days after the commencement of each Fiscal Year of the Borrower (or, in the case of the budget for the first full Fiscal Year after the Closing Date, within 120 days after the commencement of such Fiscal Year), a reasonably detailed consolidated budget for such Fiscal Year as customarily prepared by management of the Borrower for its internal use (including a projected consolidated balance sheet of the Borrower and the Restricted Subsidiaries as of the end of such Fiscal Year, the related consolidated statements of projected cash flow and projected income and a summary of the material underlying assumptions applicable thereto) (collectively, the "**Projections**"), which Projections shall in each case be accompanied by a certificate of an Authorized Officer of the Borrower stating that such Projections have been prepared in good faith on the basis of the assumptions stated therein, which assumptions were based on good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time of preparation of such Projections, it being understood that such Projections and assumptions as to future events are not to be viewed as facts or a guarantee of performance, are subj ect to significant uncertainties and contingencies, many of which are beyond the control of the Borrower and its Subsidiaries, and that actual results may vary from such Projections and such differences may be material.

(h) Reconciliations. Simultaneously with the delivery of each set of consolidated financial statements referred to in Sections 9.1(a) and (b) above, reconciliations for such consolidated financial statements or other consolidating information reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries and Excluded Project Subsidiaries (if any) from such consolidated financial statements; provided that the Borrower shall be under no obligation to deliver the reconciliations or other information described in this clause

(h) if the Consolidated Total Assets and the Consolidated Adjusted EBITDA of the Borrower and its consolidated Subsidiaries (which Consolidated Total Assets and Consolidated Adjusted EBITDA shall be calculated in accordance with the definitions of such terms, but determined based on the financial information of the Borrower and its consolidated Subsidiaries, and not the financial information of the Borrower and its Restricted Subsidiaries) do not differ from the Consolidated Total Assets and the Consolidated Adjusted EBITDA, respectively, of the Borrower and its Restricted Subsidiaries by more than 2.5%.

Notwithstanding the foregoing, the obligations in clauses (a), (b) and (e) of this Section 9.1 may be satisfied with respect to financial information of the Borrower and the Restricted Subsidiaries by furnishing (A) the applicable financial statements of any direct or indirect parent of the Borrower (B) the Borrower's (or any direct or indirect parent thereof), as applicable, Form 8-K, 10-K or 10-Q, as applicable, filed with the SEC; provided that, with respect to each of subclauses (A) and (B) of this paragraph, to the extent such information relates to a direct or indirect parent of the Borrower, such information is accompanied by consolidating or other information that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to the Borrower and its consolidated Restricted Subsidiaries on a standalone basis, on the other hand (provided, however, that the Borrower shall be under no obligation to deliver such consolidating or other explanatory information if the Consolidated Total Assets and the Consolidated Adjusted EBITDA of the Borrower and its consolidated Restricted Subsidiaries do not differ from the Consolidated Total Assets and the Consolidated Adjusted EBITDA, respectively, of any direct or indirect parent of Borrower and its consolidated Subsidiaries by more than 2.5%). Documents required to be delivered pursuant to clauses (a), (b) and (e) of this Section 9.1 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website as notified to the Administrative Agent; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, or filed with the SEC, and available in EDGAR (or any successor) to which each L/C Issuer and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

9.2. Books, Records and Inspections.

(a) The Borrower will, and will cause each Restricted Subsidiary to, permit officers and designated representatives of the Administrative Agent or the Required L/C Issuers (as accompanied by the Administrative Agent) to visit and inspect any of the properties or assets of the Borrower or such Restricted Subsidiary in whomsoever's possession to the extent that it is within such party's control to permit such inspection (and shall use commercially reasonable efforts to cause such inspection to be permitted to the extent that it is not within such party's control to permit such inspection), and to examine the books and records of the Borrower and any such Restricted Subsidiary and discuss the affairs, finances and accounts of the Borrower and of any such Restricted Subsidiary with, and be advised as to the same by, its and their officers and independent accountants, all at such reasonable times and intervals and to such reasonable extent as the Administrative Agent or Required L/C Issuers may desire (and subject, in the case of any such meetings or advice from such independent accountants, to such accountants' customary policies and procedures); provided that, excluding any such visits and inspections during the

continuation of an Event of Default, (a) only the Administrative Agent, whether on its own or in conjunction with the Required L/C Issuers, may exercise rights of the Administrative Agent and the L/C Issuers under this Section 9.2, (b) the Administrative Agent shall not exercise such rights more than one time in any calendar year and (b) only one such visit shall be at the Borrower's expense; provided further that when an Event of Default exists, the Administrative Agent (or any of its representatives or independent contractors) or any representative of any L/C Issuer may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Required L/C Issuers shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary in this Section 9.2, neither the Borrower nor any Restricted Subsidiary will be required under this Section 9.2 to disclose or permit the inspection or discussion of any document, information or other matter to the extent that such action would violate any attorney-client privilege (as reasonably determined by counsel (internal or external) to the Credit Parties), law, rule or regulation, or any contractual obligation of confidentiality (not created in contemplation thereof) binding on the Credit Parties or their respective affiliates or constituting attorney work product (as reasonably determined by counsel (internal or external) to the Credit Parties).

(b) The Borrower will, and will cause each Restricted Subsidiary to, maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity, in all material respects, with GAAP shall be made of all material financial transactions and matters involving the assets of the business of the Borrower or such Restricted Subsidiary, as the case may be (it being understood and agreed that any Restricted Subsidiary may maintain its individual books and records in conformity with local standards or customs and that such maintenance shall not constitute a breach of the representations, warranties or covenants hereunder).

9.3. Maintenance of Insurance. The Borrower will, and will cause each Material Subsidiary that is a Restricted Subsidiary to (a) at all times maintain in full force and effect, pursuant to self-insurance arrangements or with insurance companies that the Borrower believes (in the good faith judgment of the management of the Borrower, as applicable) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which the Borrower believes (in the good faith judgment of management of the Borrower, as applicable) is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) as the Borrower believes (in the good faith judgment of management of the Borrower, as applicable) is reasonable and prudent in light of the size and nature of its business and the availability of insurance on a cost-effective basis and the Borrower shall use commercially reasonable efforts for all such applicable insurance to name the Collateral Trustee as mortgagee (in the case of property insurance) or additional insured on behalf of the Secured Parties (in the case of liability insurance) or loss payee (in the case of property insurance), as applicable, and (b) will furnish to the Administrative Agent, upon written reasonable request from the Administrative Agent, information presented in reasonable detail as to the insurance so carried, provided, however, that for so long as no Event of Default has occurred and is continuing, the Administrative Agent shall be entitled to make such request only once in any calendar year. With respect to each Mortgaged Property, obtain flood insurance in such total amount as is required under the Flood Laws, if at any time the area in which any improvements located on any Mortgaged Property is

designated a “flood hazard area” in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), and otherwise comply with the Flood Laws.

9.4. Payment of Taxes. The Borrower will pay and discharge, and will cause each of the Restricted Subsidiaries to pay and discharge, all Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims in respect of any Taxes imposed, assessed or levied that, if unpaid, could reasonably be expected to become a material Lien upon any properties of the Borrower or any Restricted Subsidiary of the Borrower; provided that neither the Borrower nor any such Restricted Subsidiary shall be required to pay any such tax, assessment, charge, levy or claim (i) that is being contested in good faith and by proper proceedings if it has maintained adequate reserves (in the good faith judgment of management of the Borrower) with respect thereto in accordance with GAAP or (ii) with respect to which the failure to pay would not reasonably be expected to result in a Material Adverse Effect.

9.5. Consolidated Corporate Franchises. The Borrower will do, and will cause each Material Subsidiary that is a Restricted Subsidiary to do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence, corporate rights and authority, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect; provided, however, that the Borrower and the Restricted Subsidiaries may consummate any transaction otherwise permitted hereby, including under Section 10.2, 10.3, 10.4 or 10.5.

9.6. Compliance with Statutes, Regulations, Etc. The Borrower will, and will cause each Restricted Subsidiary to, comply with all Applicable Laws applicable to it or its property, including all governmental approvals or authorizations required to conduct its business, and to maintain all such governmental approvals or authorizations in full force and effect, in each case except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

9.7. Calls. In the event that the Borrower conducts a conference call in connection with the First Lien Credit Agreement to discuss the financial condition and results of operations of the Borrower and its Restricted Subsidiaries for the most recently ended measurement period for which financial statements have been delivered pursuant to Section 9.1(a) or (b) (beginning with the fiscal quarter of the Borrower ending June 30, 2023), the Borrower shall provide reasonable advance notice to the L/C Issuers and the L/C Issuers shall be invited to attend such call, limited to one conference call per fiscal quarter.

9.8. Maintenance of Properties. The Borrower will, and will cause the Restricted Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition (ordinary wear and tear, casualty and condemnation excepted), except to the extent that the failure to do so would reasonably be expected to have a Material Adverse Effect.

9.9. Transactions with Affiliates. The Borrower will conduct, and cause the Restricted Subsidiaries to conduct, all transactions with any of its or their respective Affiliates (other than (x) any transaction or series of related transactions with an aggregate value that is equal to or less than the greater of (i) $65,000,000 and (ii) solely on or after the Q2 2024 Financials Date, 15% of

Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) or (y) transactions between or among (i) the Borrower and the Restricted Subsidiaries or any Person that becomes a Restricted Subsidiary as a result of such transactions and (ii) the Borrower, the Restricted Subsidiaries, any direct or indirect parent of the Borrower, and any of its other Subsidiaries) on terms that are, taken as a whole, not materially less favorable to the Borrower or such Restricted Subsidiary as it would obtain in a comparable arm's-length transaction with a Person that is not an Affiliate (as determined in good faith by the Borrower); provided that the foregoing restrictions shall not apply to:

(a) the payment of customary fees for management, monitoring, consulting, advisory, underwriting, placement and financial services rendered to the Borrower and its Restricted Subsidiaries and customary investment banking fees paid for services rendered to the Borrower and its Restricted Subsidiaries in connection with divestitures, acquisitions, financings and other transactions, whether or not consummated,

(b) transactions permitted by Section 10 (other than Section 10.6(m) and any provision of Section 10 permitting transactions by reference to Section 9.9),

(c) the Transactions and the payment of the Transaction Expenses,

(d) the issuance of Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) to the management of the Borrower (or any direct or indirect parent thereof) or any Subsidiary of the Borrower in connection with the Transactions or pursuant to arrangements described in clause (f) of this Section 9.9.

(e) loans, advances and other transactions between or among the Borrower, any Subsidiary of the Borrower or any joint venture (regardless of the form of legal entity) in which the Borrower or any Subsidiary of the Borrower has invested (and which Subsidiary or joint venture would not be an Affiliate of the Borrower but for the Borrower's or such Subsidiary's Subsidiary ownership of Stock or Stock Equivalents in such joint venture or Subsidiary) to the extent permitted under Section 10.

(f) (i) employment, consulting and severance arrangements between the Borrower and the Restricted Subsidiaries (or any direct or indirect parent of the Borrower) and their respective officers, employees, directors or consultants in the ordinary course of business (including payments, loans and advances in connection therewith) and (ii) issuances of securities, or other payments, awards or grants in cash, securities or otherwise and other transactions pursuant to any equityholder, employee or director equity plan or stock or other equity option plan or any other management or employee benefit plan or agreement, other compensatory arrangement or any stock or other equity subscription, co-invest or equityholder agreement,

(g) payments (i) by the Borrower and the Subsidiaries of the Borrower to any direct or indirect parent of the Borrower in an amount sufficient so as to allow any direct or indirect parent of the Borrower to make when due (but without regard to any permitted deferral on account of financing agreements) any payment pursuant to any Shared Services and Tax Agreements and (ii) by the Borrower (and any direct or indirect parent thereof) and the Subsidiaries of the Borrower pursuant to the Shared Services and Tax Agreements among the Borrower (and any such parent)

and the Subsidiaries of the Borrower, to the extent attributable to the ownership or operation of the Borrower and its Subsidiaries; provided that solely in the case of the payment of Taxes of the type described in Section 10.6(d)(i) under a Shared Services and Tax Agreement (and in lieu of making a dividend thereunder as contemplated by Section 10.6(d)(i)), the amount of such payments shall not exceed the amount permitted to be paid as dividends or distributions under Section 10.6(d)(i),

(h) the payment of customary fees and reasonable out of pocket costs to, and indemnities provided on behalf of, directors, managers, consultants, officers and employees of the Borrower (or, to the extent attributable to the ownership of the Borrower and its Restricted Subsidiaries, any direct or indirect parent thereof) and the Subsidiaries of the Borrower,

(i) the payment of indemnities and reasonable expenses incurred by the Permitted Holders and their Affiliates in connection with services provided to the Borrower (or any direct or indirect parent thereof), or any of the Subsidiaries of the Borrower,

(j) the issuance of Stock or Stock Equivalents (other than Disqualified Stock) of the Borrower (or any direct or indirect parent thereof) to a parent entity of the Borrower, any Permitted Holder or to any director, officer, employee or consultant,

(k) any customary transactions with a Receivables Entity effected as part of a Permitted Receivables Financing and any customary transactions with a Securitization Subsidiary effected as part of a Qualified Securitization Financing,

(l) the performance of any and all obligations pursuant to the Shared Services and Tax Agreements (provided that payment obligations shall be subject to Section 9.9(g)) and other ordinary course transactions under the intercompany cash management systems with Affiliates and subleases of property from any Affiliate to the Borrower or any of the Restricted Subsidiaries,

(m) transactions pursuant to permitted agreements in existence on the Closing Date or any amendment, modification, supplement, replacement, extension, renewal or restructuring thereto to the extent such an amendment, modification, supplement, replacement, extension renewal or restructuring (together with any other amendment or supplemental agreements) is not materially adverse, taken as a whole, to the L/C Issuers (in the good faith determination of the Borrower),

(n) transactions in which any direct or indirect parent of the Borrower, the Borrower or any Restricted Subsidiary, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Restricted Subsidiary from a financial point of view or meets the requirements of Section 9.9,

(o) the existence and performance of agreements and transactions with any Unrestricted Subsidiary or Excluded Project Subsidiary that were entered into prior to the designation of a Restricted Subsidiary as such Unrestricted Subsidiary or Excluded Project Subsidiary to the extent that the transaction was permitted at the time that it was entered into with such Restricted Subsidiary and transactions entered into by an Unrestricted Subsidiary or Excluded

Project Subsidiary with an Affiliate prior to the redesignation of any such Unrestricted Subsidiary or Excluded Project Subsidiary as a Restricted Subsidiary; provided that (i) such transaction was not entered into in contemplation of such designation or redesignation, as applicable, and (ii) in the case of an Excluded Project Subsidiary, such agreements and transactions comply with the requirements of the definitions of "Non-Recourse Subsidiary" and "Non-Recourse Debt,"

(p) Affiliate repurchases of the Commitments (as defined in the First Lien Credit Agreement as in effect on the Closing Date) to the extent permitted under the First Lien Credit Agreement as in effect on the Closing Date and the payments and other transactions reasonably related thereto,

(q) (i) investments by Permitted Holders in securities of the Borrower or any Restricted Subsidiary (and payment of reasonable out-of-pocket expenses incurred by such Permitted Holders in connection therewith) so long as the investment is being offered by the Borrower or such Restricted Subsidiary generally to other investors on the same or more favorable terms, and (ii) payments to Permitted Holders in respect of securities or loans of the Borrower or any Restricted Subsidiary contemplated in the foregoing clause (i) or that were acquired from Persons other than the Borrower and the Restricted Subsidiaries, in each case, in accordance with the terms of such securities or loans; provided, that with respect to securities of the Borrower or any Restricted Subsidiary contemplated in clause (i) above, such investment constitutes less than 10% of the proposed or outstanding issue amount of such class of securities,

(r) transactions constituting any part of a Permitted Reorganization or an IPO Reorganization Transaction,

(s) transactions constituting any part of, or executed in connection with, the Permitted Spin-Out Transactions,

(t) Letters of Credit issued for the direct or indirect benefit of any direct or indirect parent of the Borrower or any Subsidiaries of such direct or indirect parent pursuant to Section 3.1 in reliance on the Available RP/Investment Capacity Amount; and

(u) transactions with a Person (other than an Unrestricted Subsidiary of the Borrower) that is an Affiliate of the Borrower solely because the Borrower owns, directly or through a Restricted Subsidiary, Stock in, or controls, such Person.

9.10. End of Fiscal Years. The Borrower will, for financial reporting purposes, cause each of its, and the Restricted Subsidiaries' fiscal years to end on December 31 of each year (each a "**Fiscal Year**"); provided, however, that the Borrower may, upon written notice to the Administrative Agent change the Fiscal Year with the prior written consent of the Administrative Agent (not to be unreasonably withheld, conditioned, delayed or denied), in which case the Borrower and the Administrative Agent will, and are hereby authorized by the L/C Issuers to, make any adjustments to this Agreement that are necessary in order to reflect such change in financial reporting.

9.11. Additional Guarantors and Grantors. Subject to any applicable limitations set forth in the Guarantee, the Security Documents, the Collateral Trust Agreement or any applicable intercreditor agreement and this Agreement (including Section 9.14), the Borrower will cause each

direct or indirect wholly-owned Domestic Subsidiary of the Borrower (excluding any Excluded Subsidiary) formed or otherwise purchased or acquired after the Closing Date and each other Domestic Subsidiary of the Borrower that ceases to constitute an Excluded Subsidiary to, within 60 days from the date of such formation, acquisition or cessation (which in the case of any Excluded Subsidiary shall commence on the date of delivery of the certificate required by Section 9.1(c)), as applicable (or such longer period as the Administrative Agent may agree in its reasonable discretion), (i) execute (A) a supplement to each of the Guarantee, the Pledge Agreement and the Security Agreement in order to become a Guarantor under such Guarantee, a pledgor under the Pledge Agreement and a grantor under such Security Agreement, (B) a joinder to the Intercompany Subordinated Note and (C) a joinder to the Collateral Trust Agreement and (ii) take all actions required by the Security Documents to perfect the Liens on the assets of such Domestic Subsidiary (in each case within such time frames as set forth in the applicable Security Document to the extent later than the time frames otherwise set forth in this Section 9.11).

9.12. Pledge of Additional Stock and Evidence of Indebtedness. Subject to any applicable limitations set forth in the Security Documents, the Collateral Trust Agreement and any applicable intercreditor agreement, and other than (x) when in the reasonable determination of the Administrative Agent and the Borrower (as agreed to in writing), the cost, burden or other consequences of doing so would be excessive in view of the benefits to be obtained by the L/C Issuers therefrom or (y) to the extent doing so could result in material adverse tax or regulatory consequences as reasonably determined by the Borrower in consultation with the Administrative Agent, the Borrower will promptly notify the Administrative Agent in writing of any Stock or Stock Equivalents constituting Collateral and issued or otherwise purchased or acquired after the Closing Date and of any Indebtedness in excess of $25,000,000 that is owing to the Borrower or any Subsidiary Guarantor (or Person required to become a Subsidiary Guarantor pursuant to Section 9.11) incurred (individually or in a series of related transactions) after the Closing Date and, in each case, if required pursuant to the Security Documents or reasonably requested by the Administrative Agent, will pledge, and, if applicable, will cause each other Subsidiary Guarantor (or Person required to become a Subsidiary Guarantor pursuant to Section 9.11), to pledge to the Collateral Representative for the benefit of the Secured Parties (in each case, excluding Excluded Collateral), (i) all such Stock and Stock Equivalents, pursuant to a Pledge Agreement or supplement thereto, and (ii) all evidences of such Indebtedness, pursuant to a Pledge Agreement or supplement thereto.

9.13. Use of Letters of Credit. The Borrower will use the Letters of Credit (i) on the Closing Date in order to backstop or replace letters of credit outstanding on the Closing Date (including by "grandfathering" such letters of credit issued by Barclays Bank PLC and listed on Schedule 1.1(b) to constitute Letters of Credit) and (ii) after the Closing Date, for customary standby letters of credit.

9.14. Further Assurances.

(a) Subject to the applicable limitations set forth in this Agreement (including Sections 9.11 and 9.12) and the Security Documents, the Collateral Trust Agreement and any applicable intercreditor agreement, the Borrower will, and will cause each other Credit Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings,

mortgages, deeds of trust and other documents) that may be required under any Applicable Law, or that the Collateral Agent or the Required L/C Issuers may reasonably request, in order to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created by the applicable Security Documents, all at the expense of the Borrower and the Restricted Subsidiaries.

(b) Subject to any applicable limitations set forth in the Security Documents (including in any Mortgage), if any assets (including any Real Estate owned in fee or improvements thereto constituting Collateral with a fair market value equal to or in excess of $20,000,000 (determined at the time of acquisition or contribution thereof)) are acquired by, or contributed to, the Borrower or any Subsidiary Guarantor after the Closing Date (other than assets constituting Collateral under the Security Documents that become subject to the Lien of any Security Document upon acquisition thereof or assets subject to a Lien granted pursuant to Section 10.2(d) or 10.2(g)) that are of the nature secured by any Security Document, the Borrower will promptly notify the Collateral Agent (who shall thereafter notify the L/C Issuers) thereof and, if requested by the Collateral Agent, will cause such assets to be subjected to a Lien securing the applicable Obligations and will take, and cause the other Credit Parties to take, such actions as shall be necessary or reasonably requested by the Collateral Agent (acting at the direction of the First Lien Administrative Agent), as soon as commercially reasonable but in no event later than 120 days after the date of such acquisition or contribution, unless extended by the Administrative Agent in its reasonable discretion, to grant and perfect such Liens consistent with the applicable requirements of the Security Documents, including actions described in paragraph (a) of this Section, all at the expense of the Credit Parties.

(c) Any Mortgage delivered to the Collateral Representative in accordance with the preceding clause (b) shall be accompanied by those items set forth in clause (d) that are customary for the type of assets covered by such Mortgage.

(d) With respect to any Mortgaged Property listed on Schedule 1.1(c), within 120 days from the Closing Date and with respect to any other Mortgaged Property, within 120 days after the date of such acquisition or contribution, unless extended by the Administrative Agent in its reasonable discretion, the Borrower will deliver, or cause to be delivered, to the Collateral Representative (i) a Mortgage with respect to each Mortgaged Property, executed by a duly authorized officer of each obligor party thereto, (ii) a policy or policies of title insurance issued by the Title Company insuring the Lien of each such Mortgage as a valid Lien on the Mortgaged Property described therein, free of any other Liens except as permitted by Section 10.2 or consented to in writing (including via email) by the Collateral Agent (at the direction of the Administrative Agent), in an amount reasonably acceptable to the Collateral Agent (acting at the direction of the Administrative Agent) (not to exceed the value (as determined by the Borrower acting in good faith) of the Mortgaged Property described therein), together with such endorsements and reinsurance as the Collateral Agent (acting at the direction of the First Lien Administrative Agent) may reasonably request, together with evidence reasonably acceptable to the Collateral Agent (acting at the direction of the Administrative Agent) of payment of all title insurance premiums, search and examination charges, escrow charges and related charges, fees, costs and expenses required for the issuance of the title insurance policies referred to above, (iii) a Survey, to the extent reasonably necessary to satisfy the requirements of clause (ii) above, (iv) all other documents and instruments, including Uniform Commercial Code or other applicable fixture

security financing statements, requested by the Collateral Agent (at the direction of the Administrative Agent acting reasonably) to be filed, registered or recorded to create the Liens intended to be created by any such Mortgage and perfect such Liens to the extent required by, and with the priority required by, such Mortgage shall have been delivered to the Collateral Representative in proper form for filing, registration or recording and (v) written opinions of legal counsel in the states in which each such Mortgaged Property is located in customary form and substance; provided that, with respect to each Mortgaged Property consisting of oil, gas, hydrocarbon or other similar mineral interests or mining properties, the applicable Mortgages will describe the mortgaged mineral interests in the manner customary for the mortgaging of similar mineral interests in similar transactions and there will be no title insurance or Surveys in connection with such Mortgaged Properties. The Borrower, prior to delivery of the Mortgages, will deliver, or cause to be delivered, (i) a completed Federal Emergency Management Agency Standard Flood Determination with respect to each Mortgaged Property, in each case in form and substance reasonably satisfactory to the Collateral Agent (acting at the direction of the First Lien Administrative Agent) and (ii) to the extent such Mortgaged Property is located in a special flood hazard area, an executed borrower notice and evidence of flood insurance with respect to such Mortgaged Property, to the extent and in amounts required by the Flood Laws, in each case in form and substance reasonably satisfactory to the Collateral Agent (acting at the direction of the First Lien Administrative Agent).

(e) Notwithstanding anything herein to the contrary, if the Borrower and the Collateral Agent (acting at the direction of the Administrative Agent) mutually agree in their reasonable judgment (confirmed in writing to the Borrower and the Administrative Agent) that the cost or other consequences (including adverse tax, regulatory and accounting consequences) of creating or perfecting any Lien on any property is excessive in relation to the benefits afforded to the Secured Parties thereby, then such property may be excluded from the Collateral for all purposes of the Credit Documents.

(f) Notwithstanding anything herein to the contrary, the Borrower and the Guarantors shall not be required, nor shall the Collateral Agent or Collateral Representative be authorized, (i) to perfect the above-described pledges, security interests and mortgages by any means other than by (A) filings pursuant to the Uniform Commercial Code in the office of the secretary of state (or similar central filing office) of the relevant State(s), (B) intellectual property security agreement "short-form" filings in United States government offices with respect to intellectual property as expressly required herein and under the other Credit Documents, (C) delivery to the Collateral Agent or Collateral Representative, for its possession, of all Collateral consisting of instruments, intercompany notes, stock certificates of the Borrower and its Restricted Subsidiaries, subject to the limitations set forth in the Security Documents or (D) Mortgages required to be delivered pursuant to this Section 9.14, (ii) to enter into any control agreement with respect to any deposit account, securities account or commodities account or contract (other than in respect of the Term C Collateral Accounts), (iii) to take any action in any non-U.S. jurisdiction or pursuant to the requirements of the laws of any non-U.S. jurisdiction in order to create any security interests or to perfect any security interests, including with respect to any intellectual property registered outside of the United States (it being understood that there shall be no security agreements or pledge agreements governed by the laws of any non-U.S. jurisdiction), (iv) except as expressly set forth above or in any Security Document, to take any other action with respect to any Collateral to perfect through control agreements or to otherwise perfect by "control," (v) to

provide any notice to obtain the consent of governmental authorities under the Federal Assignment of Claims Act (or any state equivalent thereof) or (vi) to escrow any source code or register or apply to register any intellectual property.

Notwithstanding the foregoing provisions of this Section 9.14, the Collateral Agent shall not cause the Collateral Representative to enter into, and no Credit Party shall be required to provide, any Mortgage in respect of any Mortgaged Property under this Section 9.14 until the date that occurs forty-five (45) days after the Borrower has delivered to the Collateral Agent and the Administrative Agent, and the Administrative Agent has delivered to the L/C Issuers (which may be delivered electronically) the following documents in respect of such real property: (i) a "Life of Loan" Federal Emergency Agency Standard Flood Hazard Determination with respect to each Mortgaged Property (together with notice about special flood hazard area status and flood disaster assistance, duly executed by the applicable Credit Party, and evidence of flood insurance, in the event any such improved Mortgaged Property or portion thereof is located in a special flood hazard area), (ii) if such improved real property is located in a "special flood hazard area," (A) a notification to the applicable Credit Party of that fact and (if applicable) notification to applicable Credit Party that flood insurance coverage is not available and (B) evidence of the receipt by the applicable Credit Party of such notice and (iii) if such notice is required to be provided to the applicable Credit Party and flood insurance is available in the community in which such improved real property is located, evidence of required flood insurance. It is understood and agreed that the applicable Credit Party shall provide the documentation described in clauses (i), (ii) and (iii) above to the Collateral Agent no later than 45 days prior to the deadline to deliver each applicable Mortgage set forth in this Section 9.14.

Notwithstanding anything to the contrary herein or in any other Credit Document, the Administrative Agent) may grant extensions of time (including after the expiration of any relevant period, which apply retroactively) for the creation and perfection of security interests in, or obtaining of title insurance, legal opinions, surveys or other deliverables with respect to, particular assets or the provision of any Guaranty by any Restricted Subsidiary, and each L/C Issuer hereby consents to any such extension of time.

9.15. Changes in Business. The Borrower and the Restricted Subsidiaries, taken as a whole, will not fundamentally and substantively alter the character of their business, taken as a whole, from the business conducted by the Borrower and the Restricted Subsidiaries, taken as a whole, on the Closing Date and other business activities which are extensions thereof or otherwise similar, incidental, complementary, synergistic, reasonably related or ancillary to any of the foregoing (and noncore incidental businesses acquired in connection with any Permitted Acquisition or permitted Investment), in each case as determined by the Borrower in good faith.

9.16. Spin Out. On or prior to December 31, 2024, the Borrower shall or shall have caused its Restricted Subsidiaries to, spin-out (through distribution, transfer or otherwise) from the group consisting of the Borrower and its Restricted Subsidiaries the following entities (or all of the assets of the following entities) (the "**Spin Out**"): (i) Talen Montana, LLC and (ii) the Borrower's undivided interests in the Keystone and Conemaugh plants and associated membership interests in Keystone Fuels, LLC, Conemaugh Fuels, LLC and Keystone - Conemaugh Projects, LLC (the "**Spin Out Entities**"); provided that, if as of such date a Spin Out is pending, any regulatory or other third party approvals that are required to consummate such Spin Out have not

been obtained, the deadline shall be automatically extended with respect to such Spin Out until such approvals have been obtained so long as the Borrower and its Restricted Subsidiaries use commercially reasonable efforts to obtain such required approvals as soon as practicable. For the avoidance of doubt, (x) after giving effect to the Spin Out, the Borrower and its Restricted Subsidiaries shall not, directly or indirectly, own any equity interests in any of the Spin Out Entities and (y) the Spin Out may be done in multiple "spin-out" transactions and may be done at separate intervals in compliance with the immediately preceding sentence.

SECTION 10. Negative Covenants.

The Borrower hereby covenants and agrees that on the Closing Date (immediately after giving effect to the Transactions) and thereafter, until the L/C Commitment and all Letters of Credit have terminated (unless such Letters of Credit have been Backstopped, Cash Collateralized or otherwise collateralized on terms and conditions reasonably satisfactory to the applicable L/C Issuer) and all other Obligations (other than Contingent Obligations) are paid in full:

10.1. Limitation on Indebtedness. The Borrower will not, and will not permit the Restricted Subsidiaries to, create, incur or assume any Indebtedness. Notwithstanding the foregoing, the limitations set forth in the immediately preceding paragraph shall not apply to any of the following items:

(a) Indebtedness arising under the Credit Documents (including any Indebtedness incurred as permitted by Sections 13.1);

(b) subject to compliance with Section 10.5, Indebtedness of the Borrower or any Restricted Subsidiary owed to the Borrower or any Restricted Subsidiary; provided that all such Indebtedness of any Credit Party owed to any Person that is not a Credit Party shall be (x) evidenced by the Intercompany Subordinated Note or (y) otherwise be subject to subordination terms substantially similar to the subordination terms set forth in the Intercompany Subordinated Note or otherwise reasonably acceptable to the Administrative Agent;

(c) Indebtedness in respect of any bankers' acceptance, bank guarantees, letter of credit, warehouse receipt or similar facilities entered into in the ordinary course of business (including in respect of construction and restoration activities and in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims and similar obligations);

(d) subject to compliance with Section 10.5, Guarantee Obligations incurred by (i) Restricted Subsidiaries in respect of Indebtedness of the Borrower or any other Restricted Subsidiary that is permitted to be incurred under this Agreement and (ii) the Borrower in respect of Indebtedness of Restricted Subsidiaries that is permitted to be incurred under this Agreement; provided that (A) if the Indebtedness being guaranteed under this Section 10.1(d) is subordinated to the Obligations, such Guarantee Obligations shall be subordinated to the Guarantee of the Obligations on terms (taken as a whole) at least as favorable to the L/C Issuers as those contained in the subordination of such Indebtedness, and (B) the aggregate principal amount of Guarantee Obligations incurred by Restricted Subsidiaries that are not Subsidiary Guarantors under this

clause (d), shall not exceed the greater of (x) $100,000,000 and (y) solely on or after the Q2 2024 Financials Date, 20% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(e) Guarantee Obligations (i) incurred in the ordinary course of business (including in respect of construction or restoration activities) in respect of obligations of (or to) suppliers, customers, franchisees, lessors and licensees, (ii) otherwise constituting Investments permitted by Section 10.5 (other than Investments permitted by Section 10.5(l) by reference to Section 10.1 and Section 10.5(q)); provided that this clause (ii) shall not be construed to limit the requirements of Section 10.1(b) and (d) or (iii) contemplated by the Plan;

(f) (i) Indebtedness (including Indebtedness arising under Capital Leases) incurred to finance the purchase price, cost of design, acquisition, construction, repair, restoration, replacement, expansion, installation or improvement of fixed or capital assets or otherwise in respect of Capital Expenditures, so long as such Indebtedness, except in the case of Environmental CapEx or Necessary CapEx, is incurred within 270 days of the acquisition, construction, repair, restoration, replacement, expansion, installation or improvement of such fixed or capital assets or incurrence of such Capital Expenditure, (ii) Indebtedness arising under Capital Leases entered into in connection with Permitted Sale Leasebacks and (iii) Indebtedness arising under Capital Leases, other than Capital Leases in effect on the Closing Date and Capital Leases entered into pursuant to subclauses (i) and (ii) above; provided, that the aggregate principal amount of Indebtedness incurred pursuant to this clause (iii) shall not exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding and (iv) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i), (ii) or (iii) above; provided that, except to the extent otherwise permitted hereunder, the principal amount thereof does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus the amounts paid in respect of fees, premiums, costs, and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension plus unused commitments;

(g) Indebtedness permitted to remain outstanding under the Plan, and to the extent the principal amount of such Indebtedness individually exceeds $25,000,000, set forth on Schedule 10.1 and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof; provided that except to the extent otherwise permitted hereunder, in the case of any such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension, (i) the principal amount thereof does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments plus the amounts paid in respect of fees, premiums, costs, and expenses incurred in

connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, or extension, (ii) additional obligors do not guarantee such Indebtedness, (iii) the scheduled maturity date of such Indebtedness is not prior to the maturity date of the debt being refinanced, and (iv) if the Indebtedness being refinanced, or any guarantee thereof, constituted Indebtedness subordinated in right of payment to the Obligations, then such replacement or refinancing Indebtedness, or such guarantee, respectively, shall be subordinated in right of payment to the Obligations to substantially the same extent, taken as a whole;

(h) Indebtedness in respect of Hedging Agreements and letters of credit issued to support Hedging Obligations; provided that, (i) with respect to Commodity Hedging Agreements, such Commodity Hedging Agreements are entered into in the ordinary course of business and consistent with prudent industry practice irrespective of whether or not any such Commodity Hedging Agreement was speculative or not (in each case, as determined by the Borrower at the time any such agreement was entered into in its reasonable discretion acting in good faith) and (ii) with respect to any Hedging Agreements (other than Commodity Hedging Agreements), are not entered into for speculative purposes (in each case, as determined by the Borrower at the time any such agreement was entered into in its reasonable discretion acting in good faith) or otherwise consistent with prudent industry practice;

(i) (i) the 2023 Notes and any guarantee thereof and (ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above; provided that, except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitment plus the amounts paid in respect of fees, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension and (y) additional obligors with respect to such Indebtedness are not added;

(j) (i) Indebtedness of a Person or Indebtedness attaching to assets of a Person that, in either case, becomes a Restricted Subsidiary (or is a Restricted Subsidiary that survives a merger with such Person or any of its Subsidiaries) or Indebtedness attaching to assets that are acquired by the Borrower or any Restricted Subsidiary, in each case after the Closing Date as the result of a Permitted Acquisition or other permitted Investment (including through merger or consolidation); provided that (x) such Indebtedness existed at the time such Person became a Subsidiary of the Borrower or at the time such assets were acquired and, in each case, was not created in anticipation thereof and (y) such Indebtedness is not guaranteed in any respect by the Borrower or any Restricted Subsidiary (other than by any such Person that so becomes a Restricted Subsidiary or is the survivor of a merger with such Person or any of its Subsidiaries), unless such Guarantee Obligations is separately permitted under this Section 10.1;

(ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above; provided that, except to the extent

otherwise permitted hereunder, (x) the principal amount of any such Indebtedness does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments, plus amounts paid in respect of fees, premiums, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension, (y) additional obligors do not guarantee such Indebtedness and (z) if the Indebtedness being refinanced, or any guarantee thereof, constituted Indebtedness subordinated in right of payment to the Obligations, then such replacement or refinancing Indebtedness, or such guarantee, respectively, shall be subordinated in right of payment to the Obligations to substantially the same extent, taken as a whole;

(k) (i) Permitted Other Debt and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof, in each case assumed or incurred for any purpose, including to finance a Permitted Acquisition, other permitted Investments or Capital Expenditures and Indebtedness of Restricted Subsidiaries that otherwise meets the requirements of the definition of Permitted Other Debt except for the fact that it is incurred by a non-Credit Party; provided that if such Indebtedness is incurred or assumed by a Restricted Subsidiary that is not a Credit Party, such Indebtedness is not guaranteed in any respect by the Borrower or any other Guarantor except as permitted under Section 10.5;

(ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above (which may be Permitted Other Notes or Permitted Other Loans); provided that, except to the extent otherwise expressly permitted hereunder, (x) the principal amount of any such Indebtedness does not exceed the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments plus amounts paid in respect of fees, premiums, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension, (y) additional obligors do not guarantee such Indebtedness (unless such additional obligors are also (or will simultaneously therewith become) Guarantors hereunder) and (z) such Indebtedness complies with the requirements of the definition of "Permitted Other Loans" or "Permitted Other Notes," as applicable, except, in the case of Indebtedness of Restricted Subsidiaries, where such Indebtedness fails to meet the requirement that it be incurred by a Credit Party; and

(iii) the aggregate principal amount of Indebtedness incurred or assumed under this Section 10.1(k) (A) shall not exceed (i) amounts available under clause (1) of the definition of "Maximum Incremental Facilities Amount" (as defined in the First Lien Credit Agreement as in effect on the Closing Date), plus (ii) additional amounts if, on a Pro Forma Basis after giving effect to the incurrence of such Indebtedness and the

application of proceeds thereof and, if applicable, the Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), (x) in the case of Indebtedness secured by Liens on the Collateral that rank *pari passu* with the Liens securing the Letters of Credit, the Consolidated First Lien Net Leverage Ratio (calculated on a Pro Forma Basis) is no greater than (i) at any time prior to the Q2 2024 Financials Date, 2.00:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.50:1.00 (or, to the extent incurred or assumed in connection with a Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), the Consolidated First Lien Net Leverage Ratio (on a Pro Forma Basis for such transaction and the incurrence of such Indebtedness) shall not be higher than the greater of the (x) Consolidated First Lien Net Leverage Ratio set forth in the immediately preceding clause (i) or (ii), as applicable, and (y) the Consolidated First Lien Net Leverage Ratio immediately prior to such Permitted Acquisition, permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction")), (y) in the case of Indebtedness secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Letter of Credit Facility, the Consolidated Secured Net Leverage Ratio (calculated on a Pro Forma Basis) is no greater than (i) at any time prior to the Q2 2024 Financials Date, 2.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.00:1.00 (or, to the extent incurred or assumed in connection with a Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), the Consolidated Secured Net Leverage Ratio (on a Pro Forma Basis for such transaction and the incurrence of such Indebtedness) shall not be higher than the greater of the (x) Consolidated Secured Net Leverage Ratio set forth in the immediately preceding clause (i) or (ii), as applicable, and (y) the Consolidated Secured Net Leverage Ratio immediately prior to such Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction")) and (z) in the case of unsecured Indebtedness or Indebtedness secured only by Liens on assets that do not constitute Collateral, the Consolidated Total Net Leverage Ratio (calculated on a Pro Forma Basis) is no greater than (i) at any time prior to the Q2 2024 Financials Date, 3.25:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.75:1.00 (or, to the extent incurred or assumed in connection with a Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction"), the Consolidated Total Net Leverage Ratio (on a Pro Forma Basis for such transaction and the incurrence of such Indebtedness) shall not be higher than the greater of the (x) Consolidated Total Net Leverage Ratio set forth in the immediately preceding clause (i) or (ii), as applicable, and (y) the Consolidated Total Net Leverage Ratio immediately prior to such Permitted Acquisition or permitted Investment (including a prospective Investment as contemplated by the definition of "Specified Transaction")) and (B) by Restricted Subsidiaries that are not Subsidiary Guarantors, when combined with the total principal amount of Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors pursuant to Section 10.1(y), shall not exceed the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding; and

(iv) [reserved];

(l) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations not in connection with money borrowed, in each case provided in the ordinary course of business (including in respect of construction or restoration activities) or consistent with past practice or in respect of coal mine reclamation, including those incurred to secure health, safety and environmental obligations in the ordinary course of business (including in respect of construction or restoration activities) or consistent with past practice;

(m) (i) Indebtedness incurred in connection with any Permitted Sale Leaseback and (ii) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (i) above; provided that, except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitment plus the amounts paid in respect of fees, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension and (y) additional obligors with respect to such Indebtedness are not added;

(n) (i) additional Indebtedness and (ii) any modification, replacement, refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (i) above; provided that the aggregate principal amount of Indebtedness incurred or issued pursuant to this Section 10.1(n) shall not exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(o) Indebtedness secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Letter of Credit Facility; provided that the aggregate principal amount of Indebtedness permitted under this clause (o) shall not exceed the greater of (x) $100,000,000 and (y) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time;

(p) Cash Management Obligations (as defined in the First Lien Credit Agreement as in effect on the Closing Date) and other Indebtedness in respect of overdraft facilities, employee credit card programs, netting services, automatic clearinghouse arrangements and other cash management and similar arrangements in the ordinary course of business;

(q) (i) Indebtedness incurred in the ordinary course of business in respect of obligations of the Borrower or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services, including turbines, transformers and similar equipment and (ii) Indebtedness in respect of intercompany obligations of the Borrower or any Restricted Subsidiary with the Borrower or any Restricted Subsidiary of the Borrower in respect of accounts payable incurred in connection with goods sold

or services rendered in the ordinary course of business and not in connection with the borrowing of money;

(r) Indebtedness arising from agreements of the Borrower or any Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations (including earn-outs), in each case entered into in connection with Permitted Acquisitions, other Investments and the Disposition of any business, assets or Stock or Stock Equivalents permitted hereunder;

(s) Indebtedness of the Borrower or any Restricted Subsidiary consisting of (i) financing of insurance premiums or (ii) take or pay obligations contained in supply agreements, in each case arising in the ordinary course of business (including in respect of construction or restoration activities);

(t) Indebtedness representing deferred compensation, or similar arrangement, to employees, consultants or independent contractors of the Borrower (or, to the extent such work is done for the Borrower or its Subsidiaries, any direct or indirect parent thereof) and the Restricted Subsidiaries incurred in the ordinary course of business;

(u) Indebtedness consisting of promissory notes issued by any Credit Party to current or former officers, managers, consultants, directors and employees (or their respective spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees) to finance the purchase or redemption of Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) permitted by Section 10.6(b);

(v) Indebtedness consisting of obligations of the Borrower and the Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person in connection with the Transactions and Permitted Acquisitions or any other Investment permitted hereunder;

(w) Indebtedness in respect of (i) Permitted Receivables Financings owed by a Receivables Entity or Qualified Securitization Financings owed by a Securitization Subsidiary and (ii) accounts receivable factoring facilities in the ordinary course of business; provided that the aggregate principal amount of Receivables Indebtedness pursuant to this clause (w) shall not exceed the greater of (x) $250,000,000 and (y) solely on or after the Q2 2024 Financials Date, 45% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at any time outstanding;

(x) (a) (i) $580,000,000 of Initial Term B Loans, (ii) $470,000,000 of Term C Loans and (iii) $700,000,000 of Revolving Credit Commitments (as defined in the First Lien Credit Agreement as in effect on the Closing Date) and Indebtedness in respect thereof, in each case, established or incurred (in the case of clauses (i) and (ii) above, on the Closing Date) pursuant to the First Lien Credit Agreement as in effect on the Closing Date and any guarantees thereof, (b) Indebtedness incurred pursuant to, and in compliance with, any Incremental Facilities (as defined in the First Lien Credit Agreement as in effect on the Closing Date) and (c) any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension of any Indebtedness specified in subclause (a) or (b) above;

provided that, except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitment plus the amounts paid in respect of fees, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension and (y) additional obligors with respect to such Indebtedness are not added;

(y) Indebtedness in respect of (i) Permitted Other Debt and (ii) any refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (i) above; provided that in the case of this clause (ii), except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such refinancing, refunding, renewal or extension (except for any original issue discount thereon and the amount of fees, expenses and premium in connection with such refinancing) and (y) such Indebtedness otherwise complies the definition of Permitted Other Loans (in the case of Indebtedness in the form of loans) or the definition of Permitted Other Notes (in the case of Indebtedness in the form of notes) (it being understood that Permitted Other Loans may be refinanced by Permitted Other Notes and Permitted Other Notes may be refinanced by Permitted Other Loans); provided further that the aggregate principal amount of any such Indebtedness incurred under preceding clauses (i) and (ii) (in respect of Indebtedness incurred in reliance on preceding clause (i)) shall not exceed the Maximum Incremental Facilities Amount (as defined in the First Lien Credit Agreement as in effect on the Closing Date); provided, further, that the aggregate principal amount of Indebtedness incurred in reliance on this clause (y), when combined with the total principal amount of Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors pursuant to Section 10.1(k), shall not exceed the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time; provided that if such Indebtedness is incurred by a Restricted Subsidiary that is not a Credit Party, such Indebtedness is not guaranteed in any respect by the Borrower or any other Guarantor except as permitted under Section 10.5; provided that (x) other than as described in the immediately succeeding clause (y), no Event of Default shall exist on such date of incurrence immediately before or immediately after giving effect to such Indebtedness or (y) if such Indebtedness is being provided in connection with a Limited Condition Transaction, then no Event of Default under Section 11.1 or Section 11.5 shall exist on such date;

(z) (i) Indebtedness in respect of Permitted Debt Exchange Notes (as defined in the First Lien Credit Agreement as in effect on the Closing Date) incurred pursuant to a Permitted Debt Exchange (as defined in the First Lien Credit Agreement as in effect on the Closing Date) in accordance with the First Lien Credit Agreement as in effect on the Closing Date (and which does not generate any additional proceeds) and (ii) any refinancing, refunding, renewal or extension of any Indebtedness specified in subclause (i) above; provided that except to the extent otherwise permitted hereunder, (x) the principal amount of any such Indebtedness is not increased above the principal amount thereof outstanding immediately prior to such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension (except for any original issue discount thereon and the amount

of fees, expenses and premium in connection with such refinancing) and (y) such Indebtedness otherwise complies with the definition of "Permitted Other Notes";

(aa) Indebtedness in a principal amount not to exceed the Applicable Equity Amount;

(bb) Indebtedness incurred to finance Necessary CapEx; provided that prior to the incurrence of any Indebtedness to finance Necessary CapEx, the Borrower shall deliver to the Administrative Agent an Officer's Certificate designating such Indebtedness as Necessary CapEx Debt;

(cc) [reserved];

(dd) intercompany Indebtedness among the Borrower and its Subsidiaries constituting any part of any Permitted Reorganization;

(ee) to the extent constituting Indebtedness, customer deposits and advance payments (including progress payments) received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(ff) (i) Indebtedness of the Borrower or any Restricted Subsidiary supported by a letter of credit, in a principal amount not in excess of the available balance of such letter of credit so long as such letter of credit is otherwise permitted to be incurred pursuant to this Section 10.1 or (ii) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of the Borrower or any Subsidiary of the Borrower in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than the United States;

(gg) Indebtedness owing to the seller of any business or assets permitted to be acquired by the Borrower or any Restricted Subsidiary under this Agreement; provided that the aggregate principal amount of Indebtedness permitted under this clause (gg) shall not exceed the greater of (x) $65,000,000 and (y) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time;

(hh) obligations in respect of Disqualified Stock and Preferred Stock in an amount not to exceed the greater of (x) $65,000,000 and (y) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time;

(ii) Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors under this clause (ii) not to exceed the greater of (x) $100,000,000 and (y) solely on or after the Q2 2024 Financials Date, 20% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(jj) Non-Recourse Debt;

(kk) Environmental CapEx Debt; provided that prior to the incurrence of any Environmental CapEx Debt, the Borrower shall deliver to the Administrative Agent an Officer's Certificate designating such Indebtedness as Environmental CapEx Debt;

(ll) the incurrence by the Borrower or any Restricted Subsidiary of one or more credit facilities (which shall be in the form of credit default swap-collateralized facilities, letter of credit facilities, or other revolving credit facilities) in an aggregate principal amount at any time outstanding not to exceed the greater of (A) $200,000,000 and (B) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA;

(mm) Indebtedness incurred in connection with a Permitted Spin Out Transaction; and

(nn) all premiums (if any), interest (including post-petition interest), fees, expenses, charges, and additional or contingent interest on obligations described in clauses (a) through (mm) above.

For purposes of determining compliance with this Section 10.1, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in the proviso to the first paragraph of this Section 10.1 and clauses (a) through (nn) above, the Borrower shall, in its sole discretion, classify and reclassify or later divide, classify or reclassify such item of Indebtedness (or any portion thereof) and will only be required to include the amount and type of such Indebtedness in one or more of the above paragraph or clauses; provided that all Indebtedness outstanding under the Credit Documents will be deemed at all times to have been incurred in reliance only on the exception in clause (a) of Section 10.1.

Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock will not be deemed to be an incurrence or issuance of Indebtedness, Disqualified Stock or Preferred Stock for purposes of this covenant.

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the principal amount of Indebtedness denominated in another currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in another currency, and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (i) the principal amount of such Indebtedness being refinanced *(plus* unused commitments thereunder) *plus* (ii) the aggregate amount of accrued interest, premiums (including call and tender premiums), defeasance costs, underwriting discounts, fees, commissions, costs and expenses (including original issue discount, upfront fees and similar items) incurred in connection with such refinancing.

The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

This Agreement will not treat (1) unsecured Indebtedness as subordinated or junior to secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral.

10.2. Limitation on Liens. The Borrower will not, and will not permit the Restricted Subsidiaries to, create, incur or assume any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of the Borrower or such Restricted Subsidiary, whether now owned or hereafter acquired, except:

(a) Liens arising under (i) the Credit Documents securing the Obligations and (ii) the Security Documents and the Permitted Other Debt Documents securing Permitted Other Debt Obligations permitted to be incurred under Section 10.1(k), (y) or (z); provided that, (A) in the case of Liens securing Permitted Other Debt Obligations that constitute First Lien Obligations pursuant to subclause (ii) above and whose collateral package is identical to the Collateral (subject to exceptions set forth in the Security Documents), (I) the applicable Permitted Other Debt Secured Parties (or a representative thereof on behalf of such holders) shall have delivered to the Collateral Representative a joinder to the Collateral Trust Agreement or, if the Collateral Trust Agreement has been terminated, shall have (1) entered into the First Lien Intercreditor Agreement (or, if already in effect, a joinder thereto) and (2) delivered to the Collateral Representative an Additional First Lien Secured Party Consent (as defined in the Security Agreement), and an Additional First Lien Secured Party Consent (as defined in the Pledge Agreement) or (II) the Borrower shall have complied with the other requirements of Section 8.16 of the Security Agreement with respect to such Permitted Other Debt Obligations, and if applicable, the applicable Permitted Other Debt Secured Parties (or a representative thereof on behalf of such holders) shall enter into security documents with terms and conditions not materially less favorable to the Secured Parties than the terms and conditions of the Security Documents, a joinder to the Collateral Trust Agreement and, if the Collateral Trust Agreement has been terminated, the First Lien Intercreditor Agreement (or a joinder thereto or an intercreditor agreement reasonably acceptable to the Administrative Agent and the Collateral Trustee) and (B) in the case of Liens securing Permitted Other Debt Obligations that do not constitute First Lien Obligations pursuant to subclause (ii) above, the applicable Permitted Other Debt Secured Parties (or a representative thereof on behalf of such holders) shall have entered into the Junior Lien Intercreditor Agreement (or a j oinder thereto) (it being understood and agreed that (x) without any further consent of the L/C Issuers, the Administrative Agent, the Collateral Agent and the Collateral Trustee shall be authorized to negotiate, execute and deliver on behalf of the Secured Parties the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement or any other intercreditor agreement contemplated by, or to effect the provisions of, this Section 10.2(a) and (y) for the avoidance of doubt, the Liens created for the benefit of the L/C Issuers as contemplated by Section 3.7(c) are permitted by this Section 10.2(a));

(b) Liens on the Collateral securing obligations under Secured Cash Management Agreements (as defined in the First Lien Credit Agreement as in effect on the Closing

Date), Secured Hedging Agreements (as defined in the First Lien Credit Agreement as in effect on the Closing Date) and letters of credit issued to support Hedging Obligations;

(c) Permitted Liens;

(d) Liens securing Indebtedness permitted pursuant to Section 10.1(f); provided that (x) except with respect to any Indebtedness incurred in connection with Environmental CapEx or Necessary CapEx, such Liens attach concurrently with or within two hundred and seventy (270) days after completion of the acquisition, construction, repair, restoration, replacement, expansion, installation or improvement (as applicable) of the property subject to such Liens and (y) except as otherwise permitted hereby, such Liens attach at all times only to the assets so financed except (1) for accessions to the property financed with the proceeds of such Indebtedness and the proceeds and the products thereof and (2) that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(e) (i) Liens permitted to remain outstanding under the Plan and (ii) Liens existing on the Closing Date; provided that any Lien securing Indebtedness or other obligations with a principal amount in excess of $25,000,000 individually shall only be permitted to the extent such Lien is listed on Schedule 10.2;

(f) the supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal of any Lien permitted by clause (a)(ii), clause (e), clause (g), clause (i), clause (v) and clause (ee) of this Section 10.2 upon or in the same assets theretofore subject to such Lien (or upon or in after-acquired property that is affixed or incorporated into the property covered by such Lien and accessions thereto or any proceeds or products thereof) or the supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal (without increase in the amount or change in any obligor, except to the extent otherwise permitted hereunder) of the Indebtedness or other obligations secured thereby (including any unused commitments), to the extent such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal is permitted by Section 10.1; provided that in the case of any such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal of any Lien permitted by clause (a)(ii), clause (v) and clause (ee) of this Section 10.2, the requirements set forth in the proviso to clause (a)(ii), clause (v) or subclause (ii) of clause (ee), as applicable, shall have been satisfied;

(g) Liens existing on the assets of any Person that becomes a Restricted Subsidiary (or is a Restricted Subsidiary that survives a merger with such Person or any of its Subsidiaries) pursuant to a Permitted Acquisition or other permitted Investment or the designation of an Unrestricted Subsidiary as a Restricted Subsidiary or existing on assets acquired after the Closing Date, to the extent the Liens on such assets secure Indebtedness permitted by Section 10.1; provided that such Liens (i) are not created or incurred in connection with, or in contemplation of, such Person becoming such a Restricted Subsidiary or such assets being acquired and (ii) attach at all times only to the same assets to which such Liens attached and after-acquired property, property that is affixed or incorporated into the property covered by such Lien and accessions thereto and products and proceeds thereof, after-acquired property subject to a Lien securing Indebtedness and

other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, and the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment financed by such lender, it being understood that such requirement to pledge such after-acquired property shall not be permitted to apply to any such after-acquired property to which such requirement would not have applied but for such acquisition) except as otherwise permitted hereunder, and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof permitted by Section 10.1;

(h) Liens securing Indebtedness incurred pursuant to Section 10.1(i);

(i) Liens securing Indebtedness or other obligations (i) of the Borrower or any Restricted Subsidiary in favor of a Credit Party and (ii) of any other Restricted Subsidiary that is not a Credit Party in favor of any other Restricted Subsidiary that is not a Credit Party;

(j) Liens (i) of a collecting bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) or attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, and (iii) in favor of banking or other financial institutions or other electronic payment service providers arising as a matter of law or customary contract encumbering deposits, including deposits in "pooled deposit" or "sweep" accounts (including the right of set-off) and which are within the general parameters customary in the banking or finance industry;

(k) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 10.5 to be applied against the purchase price for such Investment and (ii) consisting of an agreement to sell, transfer, lease or otherwise dispose of any property in a transaction permitted under Section 10.4, in each case, solely to the extent such Investment or sale, disposition, transfer or lease, as the case may be, would have been permitted on the date of the creation of such Lien;

(l) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale or purchase of goods entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business (including in respect of construction or restoration activities) permitted by this Agreement;

(m) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 10.5;

(n) any amounts held by a trustee in the funds and accounts under an indenture securing any revenue bonds issued for the benefit of the Borrower or any Restricted Subsidiary;

(o) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business

of the Borrower and the Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business;

(p) Liens (a) on any cash earnest money deposits or cash advances made by the Borrower or any of the Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted under this Agreement, (b) on other cash advances in favor of the seller of any property to be acquired in an Investment or other acquisition permitted hereunder to be applied against the purchase price for such Investment or other acquisition or (c) consisting of an agreement to dispose of any property pursuant to a disposition permitted hereunder (or reasonably expected to be so permitted by the Borrower at the time such Lien was granted);

(q) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(r) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of commercial letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods in the ordinary course of business or consistent with past practice;

(s) Liens securing Non-Recourse Debt of an Excluded Project Subsidiary on the assets (and the income and proceeds therefrom) of such Excluded Project Subsidiary that are developed, operated and/or constructed with the proceeds of (A) such Non-Recourse Debt or investments in such Non-Recourse Subsidiary; or (B) Non-Recourse Debt or investments referred to in clause (A) refinanced in whole or in part by such Non-Recourse Debt;

(t) additional Liens on assets of any Restricted Subsidiary that is not a Credit Party securing Indebtedness of any Restricted Subsidiary that is not a Credit Party permitted pursuant to Section 10.1 (or other obligations of any Restricted Subsidiary that is not a Credit Party not constituting Indebtedness);

(u) Liens in respect of Permitted Sale Leasebacks;

(v) Liens securing incurring Indebtedness incurred pursuant to Section 10.1(o); provided that any Liens on the Collateral shall rank junior to the Lien on the Collateral securing the Obligations and the holder(s) of such Liens (or a representative thereof) shall have entered into the Collateral Trust Agreement, the Junior Lien Intercreditor Agreement and/or other intercreditor agreements or arrangements that reflect market terms or are otherwise reasonably acceptable to the Administrative Agent and the Borrower, as applicable;

(w) rights reserved to or vested in others to take or receive any part of, or royalties related to, the power, gas, oil, coal, lignite or other minerals or timber generated, developed, manufactured or produced by, or grown on, or acquired with, any property of the Borrower and the Restricted Subsidiaries and Liens upon the production from property of power, gas, oil, coal, lignite or other minerals or timber, and the by-products and proceeds thereof, to secure the obligations to pay all or a part of the expenses of exploration, drilling, mining or development of such property only out of such production or proceeds;

(x) Liens arising out of all presently existing and future division and transfer orders, advance payment agreements, processing contracts, gas processing plant agreements, operating agreements, gas balancing or deferred production agreements, pooling, unitization or communitization agreements, pipeline, gathering or transportation agreements, platform agreements, drilling contracts, injection or repressuring agreements, cycling agreements, construction agreements, shared facilities agreements, salt water or other disposal agreements, leases or rental agreements, farm-out and farm-in agreements, exploration and development agreements, and any and all other contracts or agreements covering, arising out of, used or useful in connection with or pertaining to the exploration, development, operation, production, sale, use, purchase, exchange, storage, separation, dehydration, treatment, compression, gathering, transportation, processing, improvement, marketing, disposal or handling of any property of the Borrower and the Restricted Subsidiaries; provided that such agreements are entered into in the ordinary course of business (including in respect of construction or restoration activities);

(y) any restrictions on any Stock or Stock Equivalents or other joint venture interests of the Borrower or any Restricted Subsidiary providing for a breach, termination or default under any owners, participation, shared facility, joint venture, stockholder, membership, limited liability company or partnership agreement between such Person and one or more other holders of such Stock or Stock Equivalents or interest of such Person, if a security interest or other Lien is created on such Stock or Stock Equivalents or interest as a result thereof and other similar Liens;

(z) Liens resulting from any customary provisions limiting the disposition or distribution of assets or property (including without limitation Stock) or any related restrictions thereon in joint venture, partnership, membership, stockholder and limited liability company agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, including owners', participation or similar agreements governing projects owned through an undivided interest; provided, however, that any such limitation is applicable only to the assets that are the subjects of such agreements;

(aa) Liens and other exceptions to title, in either case on or in respect of any facilities of the Borrower or any Restricted Subsidiary, arising as a result of any shared facility agreement entered into with respect to such facility, except to the extent that any such Liens or exceptions, individually or in the aggregate, materially adversely affect the value of the relevant property or materially impair the use of the relevant property in the operation of business the Borrower and the Restricted Subsidiaries, taken as a whole;

(bb) Liens on cash and Permitted Investments (i) deposited by the Borrower or any Restricted Subsidiary in margin accounts with or on behalf of brokers, credit clearing organizations, ISOs, RTOs, pipelines, state agencies, federal agencies, futures contract brokers, customers, trading counterparties, or any other parties or issuers of surety bonds or (ii) pledged or deposited as collateral by the Borrower or any Restricted Subsidiary with any of the entities described in clause (i) above to secure their respective obligations, in the case of each of clauses (i) and (ii) above, with respect to: (A) any contracts and transactions for the purchase, sale, exchange of, or the option (whether physical or financial) to purchase, sell or exchange (1) natural gas, (2) electricity, (3) coal, (4) petroleum-based liquids, (5) oil, (6) nuclear fuel (including enrichment and conversion), (7) emissions or other environmental credits, (8) waste byproducts,

(9) weather, (10) power and other generation capacity, (11) heat rate, (12) congestion, (13) renewal energy credit or (14) any other energy-related commodity or services or derivative (including ancillary services and related risk (such as location basis) or weather-related risk); (B) any contracts or transactions for the purchase, processing, transmission, transportation, distribution, sale, lease, hedge or storage of, or any other services related to any commodity or service identified in subparts (1) - (14) above, including any capacity agreement; (C) any financial derivative agreement (including but not limited to swaps, options or swaptions) related to any commodity identified in subparts (1) - (14) above, or to any interest rate or currency rate management activities; (D) any agreement for membership or participation in an organization that facilitates or permits the entering into or clearing of any Netting Agreement, any insurance or self-insurance arrangements or any agreement described in this Section 10.2(bb); (E) any agreement combining part or all of a Netting Agreement or part or all of any of the agreements described in this Section 10.2(bb); (F) any document relating to any agreement described in this Section 10.2(bb) that is filed with a Governmental Authority and any related service agreements; or (G) any commercial or trading agreements, each with respect to, or involving the purchase, transmission, distribution, sale, lease or hedge of, any energy, generation capacity or fuel, or any other energy related commodity or service, price or price indices for any such commodities or services or any other similar derivative agreements, and any other similar agreements (such agreements described in clauses (A) through (G) of this Section 10.2(bb) being collectively, "**Permitted Contracts**"), Netting Agreements, Hedging Agreements and letters of credit supporting Permitted Contracts, Netting Agreements and Hedging Agreements;

(cc) additional Liens on assets that do not constitute Collateral prior to the creation of such Liens, so long as the Letter of Credit Facility hereunder is equally and ratably secured thereby and otherwise subject to intercreditor agreements or arrangements that reflects market terms or is otherwise reasonably satisfactory to the Borrower and the Collateral Agent (acting at the direction of the Administrative Agent);

(dd) Liens securing Indebtedness permitted to be incurred pursuant to Section 10.1(x), (ll) and (mm);

(ee) additional Liens, so long as (i)(x) with respect to Indebtedness that is secured by Liens on a *pari passu* basis with any Liens securing the Letter of Credit Facility (without regard to control of remedies), immediately after the incurrence thereof, on a Pro Forma Basis, the Consolidated First Lien Net Leverage Ratio does not exceed (i) at any time prior to the Q2 2024 Financials Date, 2.00:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.50:1.00, and (y) with respect to Indebtedness that is secured by Liens that are junior in right of security to the Liens securing the Letter of Credit Facility, immediately after the incurrence thereof, on a Pro Forma Basis, the Consolidated Secured Net Leverage Ratio does not exceed (i) at any time prior to the Q2 2024 Financials Date, 2.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.00:1.00, and (ii) the holder(s) of such Liens (or a representative thereof) shall have entered into the Collateral Trust Agreement or, if the Collateral Trust Agreement has been terminated, the First Lien Intercreditor Agreement (in the case of subclause (i)(x)), the Junior Lien Intercreditor Agreement (in the case of subclause (i)(y)) or other intercreditor agreements or arrangements that reflect market terms or are otherwise reasonably acceptable to the Administrative Agent and the Borrower;

(ff) additional Liens, so long as the aggregate principal amount of obligations secured thereby at any time outstanding does not exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance; provided that any Liens on the Collateral may (at the Borrower's election) rank *pari passu* or junior to the Lien on the Collateral securing the Obligations in which case, the holder(s) of such Liens (or a representative thereof) shall have entered into the Collateral Trust Agreement, the First Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement and/or other intercreditor agreements or arrangements that reflect market terms or are otherwise reasonably acceptable to the Administrative Agent and the Borrower, as applicable;

(gg) Liens to secure Indebtedness or other obligations incurred to finance Necessary CapEx that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Indebtedness;

(hh) Liens to secure Environmental CapEx Debt that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Environmental CapEx Debt; and (ii) Liens to secure obligations to vendors or suppliers covering the assets sold or supplied by such vendors or suppliers, including Liens to secure Indebtedness or other obligations (including Capitalized Lease Obligations) permitted by this Agreement covering only the assets acquired with or financed by such Indebtedness; provided that individual financings provided by one lender may be cross collateralized to other financings provided by such lender.

10.3. Limitation on Fundamental Changes. Except as permitted by Section 10.5, (i) the Borrower will not, and will not permit the Restricted Subsidiaries to, consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution) and (ii) the Borrower will not, and will not permit the Restricted Subsidiaries to, convey, sell, lease, assign, transfer or otherwise consummate the disposition of, all or substantially all of the business units, assets or other properties of the Borrower and its Restricted Subsidiaries, taken as a whole, except that:

(a) so long as both before and after giving effect to such transaction, no Event of Default has occurred and is continuing or would result therefrom, any Subsidiary of the Borrower or any other Person may be merged, amalgamated or consolidated with or into the Borrower; provided that (A) the Borrower shall be the continuing or surviving company or (B) if the Person formed by or surviving any such merger, amalgamation or consolidation is not the Borrower (such other Person, the "**Successor Borrower**"), (1) the Successor Borrower (if other than the Borrower) shall be an entity organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof, (2) the Successor Borrower (if other than the Borrower) shall expressly assume all the obligations of the Borrower under this Agreement and the other Credit Documents pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent, (3) each Guarantor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Guarantee confirmed that its guarantee thereunder shall apply to any Successor Borrower's obligations under this Agreement, (4) each grantor and each pledgor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Security Agreement or the Pledge Agreement, as applicable, affirmed that its obligations thereunder shall apply to its Guarantee as reaffirmed pursuant to clause (3), (5)

each mortgagor of a Mortgaged Property, unless it is the other party to such merger or consolidation, shall have affirmed that its obligations under the applicable Mortgage shall apply to its Guarantee as reaffirmed pursuant to clause (3), and (6) the Successor Borrower shall have delivered to the Administrative Agent an Officer's Certificate stating that such merger or consolidation and such supplements preserve the enforceability of this Agreement and the Guarantee and the perfection and priority of the Liens under the applicable Security Documents;

(b) so long as no Event of Default has occurred and is continuing, or would result therefrom, any Subsidiary of the Borrower or any other Person (in each case, other than the Borrower) may be merged, amalgamated or consolidated with or into any one or more Subsidiaries of the Borrower; provided that (i) in the case of any merger, amalgamation or consolidation involving one or more Restricted Subsidiaries, (A) a Restricted Subsidiary shall be the continuing or surviving Person or (B) the Borrower shall cause the Person formed by or surviving any such merger, amalgamation or consolidation (if other than a Restricted Subsidiary) to become a Restricted Subsidiary, (ii) in the case of any merger, amalgamation or consolidation involving one or more Guarantors, a Guarantor shall be the continuing or surviving Person or the Person formed by or surviving any such merger, amalgamation or consolidation (if other than a Guarantor) shall execute a supplement to the Guarantee and the relevant Security Documents each in form and substance reasonably satisfactory to the Administrative Agent in order to become a Guarantor and pledgor, mortgagor and grantor, as applicable, thereunder for the benefit of the Secured Parties and to acknowledge and agree to the terms of the Intercompany Subordinated Note, and (iii) Borrower shall have delivered to the Administrative Agent an officers' certificate stating that such merger, amalgamation or consolidation and any such supplements to the Guarantee and any Security Document preserve the enforceability of the Guarantee and the perfection and priority of the Liens under the applicable Security Documents to the extent otherwise required;

(c) any Permitted Reorganization or Permitted Spin Out Transaction, an IPO Reorganization Transaction, IPOCo Transactions, the Transactions and any transactions as contemplated by the Plan may be consummated;

(d) any Restricted Subsidiary that is not a Credit Party may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Borrower or any other Restricted Subsidiary;

(e) the Borrower or any Subsidiary of the Borrower may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to any Credit Party; provided that the consideration for any such disposition by any Person other than a Guarantor shall not exceed the fair value of such assets;

(f) any Restricted Subsidiary may liquidate or dissolve if (i) the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the L/C Issuers and (ii) to the extent such Restricted Subsidiary is a Credit Party, any assets or business of such Restricted Subsidiary not otherwise disposed of or transferred in accordance with Section 10.4 or 10.5, or in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, a Credit Party after giving effect to such liquidation or dissolution;

(g) the Borrower or any Restricted Subsidiary may change its legal form, so long as (i) no Event of Default has occurred and is continuing or would result therefrom and (ii) the Liens granted pursuant to any Security Documents to which such Person is a party remain perfected and in full force and effect, to the extent otherwise required hereby;

(h) any merger, consolidation or amalgamation the purpose and only substantive effect of which is to reincorporate or reorganize the Borrower or any Restricted Subsidiary in a jurisdiction in the United States, any state thereof or the District of Columbia, so long as the Liens granted pursuant to the Security Documents to which the Borrower is a party remain perfected and in full force and effect, to the extent otherwise required hereby;

(i) [reserved]; and

(j) the Borrower and the Restricted Subsidiaries may consummate a merger, amalgamation dissolution, liquidation, windup, consolidation or disposition, constituting, or otherwise resulting in, a transaction permitted by Section 10.4 (other than Section 10.4(d)), an Investment permitted pursuant to Section 10.5 (other than Section 10.5(l)), and any dividends permitted pursuant to Section 10.6 (other than Section 10.6(f)), other than, in each case, in respect of any Susquehanna Assets.

Notwithstanding anything to the contrary herein, it is understood and agreed that the sale or Disposition of all or a portion of the Susquehanna Assets shall constitute the sale of "all or substantially all" of the assets of the Borrower and Restricted Subsidiaries for purposes of this Section 10.3.

10.4. Limitation on Sale of Assets. The Borrower will not, and will not permit the Restricted Subsidiaries to, (i) convey, sell, lease, assign, transfer, issue or otherwise consummate the disposition of any of its property, business or assets (including receivables and leasehold interests), whether now owned or hereafter acquired or (ii) consummate the sale to any Person (other than to the Borrower or a Subsidiary Guarantor) any shares owned by it of the Borrower's or any Restricted Subsidiary's Stock and Stock Equivalents (each of the foregoing, a "**Disposition**"), except that:

(a) the Borrower and the Restricted Subsidiaries may sell, transfer or otherwise dispose of (i) obsolete, negligible, immaterial, worn-out, uneconomical, scrap, used, or surplus or mothballed assets (including any such equipment that has been refurbished in contemplation of such disposition) or assets no longer used or useful in the business or no longer commercially desirable to maintain, (ii) inventory or goods (or other assets) held for sale in the ordinary course of business, (iii) cash and Permitted Investments, (iv) immaterial assets, and (v) assets for the purposes of charitable contributions or similar gifts to the extent such assets are not material to the ability of the Borrower and the Restricted Subsidiaries, taken as a whole, to conduct its business in the ordinary course;

(b) the Borrower and the Restricted Subsidiaries may make Dispositions of assets; provided that (i) to the extent required, the Net Cash Proceeds (as defined in the First Lien Credit Agreement as in effect on the Closing Date) thereof to the Borrower and the Restricted Subsidiaries are promptly applied to the prepayment of Term B Loans (as defined in the First Lien

Credit Agreement as in effect on the Closing Date) or Term C Loans (as defined in the First Lien Credit Agreement as in effect on the Closing Date) to the extent provided for in Section 5.1(a)(i) of the First Lien Credit Agreement, (ii) as of the date of signing of the definitive agreement for such Disposition, no Event of Default shall have occurred and be continuing, (iii) with respect to any Disposition pursuant to this clause (b) for a purchase price in excess of $20,000,000, the Person making such Disposition shall receive fair market value and not less than 75% of such consideration in the form of cash or Permitted Investments; provided that for the purposes of this subclause (iii) the following shall be deemed to be cash: (A) any liabilities (as shown on the Borrower's or such Restricted Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto, or if incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been reflected on the Borrower's or such Restricted Subsidiary's consolidated balance sheet or in the footnotes thereto if such incurrence or accrual had taken place on or prior to the date of such balance sheet) of the Borrower or such Restricted Subsidiary, other than liabilities that are by their terms (1) subordinated to the payment in cash of the Obligations or (2) not secured by the assets that are the subject of such Disposition, that are assumed by the transferee with respect to the applicable Disposition and for which the Borrower and all of the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing, (B) any securities, notes or other obligations received by the Person making such Disposition from the purchaser that are converted by such Person into cash or Permitted Investments or by their terms are required to be satisfied for cash or Permitted Investments (to the extent of the cash or Permitted Investments received) within 180 days following the closing of the applicable Disposition, (C) consideration consisting of Indebtedness of any Credit Party (other than subordinated Indebtedness) received after the Closing Date from Persons who are not Restricted Subsidiaries (so long as such Indebtedness is not cancelled or forgiven) and (D) any Designated Non-Cash Consideration (as defined in the First Lien Credit Agreement as in effect on the Closing Date) received by the Person making such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration (as defined in the First Lien Credit Agreement as in effect on the Closing Date) received pursuant to this Section 10.4(b) that is at that time outstanding, not in excess of the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of the receipt of such Designated Non-Cash Consideration (as defined in the First Lien Credit Agreement as in effect on the Closing Date), with the fair market value of each item of Designated Non-Cash Consideration (as defined in the First Lien Credit Agreement as in effect on the Closing Date) being measured at the time received and without giving effect to subsequent changes in value and (iv) any non-cash proceeds received in the form of Real Estate, Indebtedness or Stock and Stock Equivalents are pledged to the Collateral Representative to the extent required under Section 9.12 or 9.14;

(c) (i) the Borrower and the Restricted Subsidiaries may make Dispositions to the Borrower or any other Credit Party, (ii) any Restricted Subsidiary that is not a Credit Party may make Dispositions to the Borrower or any other Subsidiary of the Borrower; provided that with respect to any such Disposition to an Unrestricted Subsidiary or Excluded Project Subsidiary, such Disposition shall be for fair value and (iii) any Credit Party may make Dispositions to a non-Credit Party; provided that the aggregate amount of Dispositions (valued at the fair market value (determined by the Borrower acting in good faith) of and at the time of each such Disposition), shall not exceed an aggregate amount equal to greater of (x) $200,000,000 and (y) 30% of

Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of such Disposition;

(d) the Borrower and any Restricted Subsidiary may effect any transaction permitted by Sections 10.2, 10.3, (other than Section 10.3(j)), 10.5 (other than Section 10.5(l)) or 10.6 (other than Section 10.6(f));

(e) the Borrower and any Restricted Subsidiary may lease, license, sublease or sublicense intellectual property not interfering in any material respect with the business of the Borrower and the Restricted Subsidiaries of the Borrower, taken as a whole;

(f) Dispositions of property (including like-kind exchanges) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property (excluding any boot thereon) or (ii) the proceeds of such Disposition are applied to the purchase price of such replacement property, in each case under Section 1031 of the Code or otherwise;

(g) Dispositions pursuant to Permitted Sale Leaseback transactions;

(h) Dispositions of (i) Investments in joint ventures (regardless of the form of legal entity) to the extent required by, or made pursuant to, customary buy/sell arrangements or put/call arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements or (ii) to joint ventures in connection with the dissolution or termination of a joint venture to the extent required pursuant to joint venture and similar arrangements;

(i) (i) Dispositions of Receivables Facility Assets in connection with any Permitted Receivables Financing, and any Disposition of Securitization Assets in connection with any Qualified Securitization Financing, provided that the Receivables Indebtedness arising in connection therewith shall not exceed the amount of Receivables Indebtedness permitted by Section 10.1(w) and (ii) Dispositions in connection with accounts receivable factoring facilities in the ordinary course of business;

(j) Dispositions listed on Schedule 10.4 or to consummate the Transactions, including transactions contemplated by the Plan;

(k) transfers of property subject to a Recovery Event or in connection with any condemnation proceeding upon receipt of the Net Cash Proceeds (as defined in the First Lien Credit Agreement as in effect on the Closing Date) of such Recovery Event or condemnation proceeding;

(l) Dispositions or discounts of accounts receivable or notes receivable in connection with the collection or compromise thereof or the conversion of accounts receivable to notes receivable;

(m) Dispositions of any assets not constituting Collateral in an aggregate amount not to exceed the greater of (x) $160,000,000 and (y) 30% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of such Disposition;

(n) Dispositions of power, capacity, heat rate, renewable energy credits, waste byproducts, energy, electricity, coal and lignite, oil and other petroleum-based liquids, emissions and other environmental credits, ancillary services, fuel (including all forms of nuclear fuel and natural gas) and other related assets or products of services, including assets related to trading activities or the sale of inventory or contracts related to any of the foregoing;

(o) the execution of (or amendment to), settlement of or unwinding of any Hedging Agreement;

(p) any Disposition of mineral rights, other than mineral rights in respect of coal or lignite;

(q) any Disposition of any real property that is (i) primarily used or intended to be used for mining which has either been reclaimed, or has not been used for mining in a manner which requires reclamation, and in either case has been determined by the Borrower not to be necessary for use for mining, (ii) used as buffer land, but no longer serves such purpose, or its use is restricted such that it will continue to be buffer land, or (iii) was acquired in connection with power generation facilities, but has been determined by the Borrower to no longer be commercially suitable for such purpose;

(r) any Disposition (including foreclosure, condemnation or expropriation) of any assets required by any Governmental Authority;

(s) any Disposition of assets in connection with salvage activities;

(t) the surrender or waiver of contractual rights and settlement or waiver of contractual or litigation claims;

(u) Dispositions of any assets (including Stock and Stock Equivalents) acquired in connection with any Permitted Acquisition or other Investment not prohibited hereunder, which assets are not used or useful to the core or principal business of the Borrower and its Restricted Subsidiaries (as determined by the Borrower in good faith);

(v) other Dispositions (including those of the type otherwise described herein) made for fair market value in an aggregate amount not to exceed the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(w) the Borrower and any Restricted Subsidiary may (i) terminate or otherwise collapse its cost sharing agreements with the Borrower or any Subsidiary and settle any crossing payments in connection therewith, (ii) convert any intercompany Indebtedness to Stock or any Stock to intercompany Indebtedness, (iii) settle, discount, write off, forgive or cancel any intercompany Indebtedness or other obligation owing by the Borrower or any Restricted Subsidiary or (iv) settle, discount, write off, forgive or cancel any Indebtedness owing by any present or former consultants, managers, directors, officers or employees of the Borrower, any direct or indirect parent thereof, or any Subsidiary thereof or any of their successors or assigns;

(x) any Disposition of property to the extent that (1) such property is exchanged for credit against the purchase price of similar replacement property that is purchased within 270 days thereof or (2) the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually purchased within 270 days thereof);

(y) any Disposition in connection with a Permitted Reorganization or an IPO Reorganization Transaction;

(z) any swap of assets in exchange for services or other assets in the ordinary course of business of comparable or greater fair market value or usefulness to the business of the Borrower and the Restricted Subsidiaries, taken as a whole, as determined in good faith by the Borrower;

(aa) Dispositions of any asset between or among the Borrower and/or any Restricted Subsidiary as a substantially concurrent interim Disposition in connection with a Disposition otherwise permitted pursuant to clauses (a) through (z) above; provided that after giving effect to any such Disposition, to the extent the assets subject to such Dispositions constituted Collateral, such assets shall remain subject to, or be rejoined to, the Lien of the Security Documents;

(bb) Dispositions in connection with a Permitted Spin-Out Transaction;

(cc) Dispositions of Stock by a Restricted Subsidiary of the Borrower to the Borrower or to a Restricted Subsidiary of the Borrower; or

(dd) Dispositions of Stock in, or Indebtedness or other securities of, an Unrestricted Subsidiary; and

(ee) the issuance of any Equity Interests of the Borrower.

10.5. Limitation on Investments. The Borrower will not, and will not permit the Restricted Subsidiaries, to make any Investment except:

(a) extensions of trade credit, asset purchases (including purchases of inventory, fuel (including all forms of nuclear fuel), supplies, materials and equipment) and the licensing or contribution of intellectual property pursuant to joint marketing arrangements or development agreements with other Persons, in each case in the ordinary course of business (including in respect of construction or restoration activities);

(b) Investments in cash or Permitted Investments when such Investments were made;

(c) loans and advances to officers, directors, employees and consultants of the Borrower (or any direct or indirect parent thereof) or any Subsidiary of the Borrower;

(d) Investments (i) contemplated by the Plan or to consummate the Transactions and (ii) existing on, or made pursuant to legally binding written commitments in

existence on, the Closing Date and, to the extent such Investments individually exceed $25,000,000, set forth on Schedule 10.5 and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof, only to the extent that the amount of any Investment made pursuant to this clause (d)(ii) does not at any time exceed the amount of such Investment on the Closing Date or, if applicable, set forth on Schedule 10.5 (except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments plus amounts paid in respect of fees, premiums, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension or as otherwise permitted hereunder);

(e) any Investment acquired by the Borrower or any Restricted Subsidiary (a) in exchange for any other Investment or accounts receivable held by the Borrower or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization, or recapitalization of, or settlement of delinquent accounts or disputes with or judgments against, the issuer, obligor or borrower of such original Investment or accounts receivable, (b) as a result of a foreclosure by the Borrower or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default or (c) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates;

(f) Investments to the extent that payment for such Investments is made with (i) Stock or Stock Equivalents (other than Disqualified Stock) of the Borrower (or any direct or indirect parent thereof) or (ii) the proceeds from the issuance of Stock or Stock Equivalents (other than Disqualified Stock, any Cure Amount, any sale or issuance to any Subsidiary and any issuance applied pursuant to Section 10.6(a) or Section 10.6(b)(i)) of the Borrower (or any direct or indirect parent thereof); provided that such Stock or Stock Equivalents or proceeds of such Stock or Stock Equivalents will not increase the Applicable Equity Amount;

(g) Investments (i) (A) by the Borrower or any Restricted Subsidiary in any Credit Party, (B) between or among Restricted Subsidiaries that are not Credit Parties, and (C) consisting of intercompany Investments incurred in the ordinary course of business in connection with the cash management operations (including with respect to intercompany self-insurance arrangements) among the Borrower and the Restricted Subsidiaries (provided that any such intercompany Investment in connection with cash management arrangements by a Credit Party in a Subsidiary of the Borrower that is not a Credit Party is in the form of an intercompany loan or advance and the Borrower or such Restricted Subsidiary complies with Section 9.12 to the extent applicable); (ii) by Credit Parties in any Restricted Subsidiary that is not a Credit Party, to the extent that the aggregate amount of all Investments made on or after the Closing Date pursuant to this subclause (ii), when valued at the fair market value (determined by the Borrower acting in good faith) of each such Investment at the time each such Investment was made, is not in excess of, an amount equal to the greater of (x) $125,000,000 and (y) solely on or after the Q2 2024 Financials Date, 20% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis), provided, that to the extent the Consolidated Total Net Leverage Ratio is not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00 (calculated on a Pro Forma Basis at the time of such Investment), such Investments pursuant to this clause (g)(ii)) shall be unlimited;

and (iii) by Credit Parties in any Restricted Subsidiary that is not a Credit Party (x) so long as such Investment is part of a series of simultaneous Investments by Restricted Subsidiaries in other Restricted Subsidiaries that result in the proceeds of the initial Investment being invested in one or more Credit Parties or (y) in connection with a Permitted Acquisition, subject, without duplication, to the limitation on Investments in non-Guarantors set forth in Section 10.5(h);

(h) Investments constituting Permitted Acquisitions; provided that the aggregate amount of any such Investment, as valued at the fair market value (determined by the Borrower acting in good faith) of such Investment at the time each Investment is made, made by the Borrower or any Subsidiary Guarantor in any Restricted Subsidiary that, after giving effect to such Investment and compliance with Section 9.11, shall not be a Guarantor, shall not cause the aggregate amount of all such Investments in non-Guarantors made pursuant to this clause (h) (as so valued at the time each such investment is made) to exceed $300,000,000, plus amounts otherwise available for Investment in Restricted Subsidiaries that are not Guarantors pursuant to this Section 10.5; provided, however, that the foregoing proviso shall not apply (A) in the event that such Investment is made pursuant to a Permitted Acquisition financed with proceeds of an issuance of equity interests of the Borrower or any direct or indirect parent of the Borrower or (B) if any targets' assets or going concerns of such Permitted Acquisition at least 50% of whose Consolidated Adjusted EBITDA is derived from Persons that will become Guarantors;

(i) subject to the last paragraph of this Section 10.5, Investments constituting (i) Minority Investments and Investments in Unrestricted Subsidiaries and Excluded Project Subsidiaries, (ii) Investments in joint ventures (regardless of the form of legal entity) or similar Persons that do not constitute Restricted Subsidiaries and (iii) Investments in Subsidiaries that are not Credit Parties, in each case valued at the fair market value (determined the Borrower acting in good faith) of such Investment at the time each such Investment is made, in an aggregate amount at any one time outstanding pursuant to this clause (i) that, at the time each such Investment is made, would not exceed, an amount equal to (i) at any time on or prior to December 31, 2025, the greater of (x) $200,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) or (ii) at time on or after January 1, 2026, an annual amount equal to the greater of (x) $75,000,000 and (y) 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis), provided, that to the extent the Consolidated Total Net Leverage Ratio is not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00, (calculated on a Pro Forma Basis at the time of such Investment), such Investments pursuant to this clause (i) shall be unlimited;

(j) Investments constituting non-cash proceeds of Dispositions of assets to the extent permitted by Section 10.4;

(k) Investments made to repurchase or retire Stock or Stock Equivalents of the Borrower or any direct or indirect parent thereof owned by any employee or any stock ownership plan or key employee stock ownership plan of the Borrower (or any direct or indirect parent thereof) in an aggregate amount, when combined with distributions made pursuant to Section 10.6(b), not to exceed the limitations set forth in such Section;

(l) Investments consisting of or resulting from Indebtedness, Liens, dividends or other payments, fundamental changes and Dispositions permitted by Section 10.1 (other than Sections 10.1(b), 10.1(d) and 10.1(e)(ii)) , 10.2 (other than Liens Section 10.2(m)) , 10.3 (other than Section 10.3(j)) , 10.4 (other than Section 10.4(d)) , 10.6 (other than Section 10.6(f)) , 10.7 or 10.8, as applicable;

(m) subject to the last paragraph of this Section 10.5, loans and advances to any direct or indirect parent of the Borrower in lieu of, and not in excess of the amount of, dividends or other payments to the extent permitted to be made to such parent in accordance with Section 10.6; provided that the aggregate amount of such loans and advances shall reduce the ability of the Borrower and the Restricted Subsidiaries to make dividends under the applicable clauses of Section 10.6 by such amount;

(n) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(o) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;

(p) advances of payroll payments to employees, consultants or independent contractors or other advances of salaries or compensation to employees, consultants or independent contractors, in each case in the ordinary course of business;

(q) Guarantee Obligations of the Borrower or any Restricted Subsidiary of leases (other than Capital Leases) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(r) Investments held by a Person acquired (including by way of merger, amalgamation or consolidation) after the Closing Date otherwise in accordance with this Section 10.5 to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(s) Investments in Hedging Agreements;

(t) Investments in or by a Receivables Entity or a Securitization Subsidiary arising out of, or in connection with, any Permitted Receivables Financing or Qualified Securitization Financing, as applicable; provided, however, that any such Investment in a Receivables Entity or a Securitization Subsidiary is in the form of a contribution of additional Receivables Facility Assets or Securitization Assets, as applicable, or as equity, or the lending of cash or cash equivalents to finance the purchase of assets from Borrower or Restricted Subsidiary or otherwise fund required reserves and other accounts permitted or required by the arrangements governing the Permitted Receivables Financing or Qualified Securitization Financing;

(u) Investments consisting of deposits of cash and Permitted Investments as collateral support permitted under Section 10.2;

(v) subject to the last paragraph of this Section 10.5, other Investments not to exceed an amount equal to (x) the Applicable Equity Amount at the time such Investments are made plus (y) the Applicable Amount at such time, provided that in respect of any Investments made in reliance of clause (ii) of the definition of "Applicable Amount," no Event of Default under Section 11.1 or Section 11.5 shall have occurred and be continuing or would result therefrom;

(w) subj ect to the last paragraph of this Section 10.5, other Investments in an amount at any one time outstanding equal to the greater of (x) $150,000,000 and (y) solely on or after the Q2 2024 Financials Date, 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(x) Investments consisting of purchases and acquisitions of assets and services in the ordinary course of business (including in respect of construction or restoration activities);

(y) Investments in the ordinary course of business consisting of Article 3 endorsements for collection or deposit and Article 4 customary trade arrangements with customers consistent with past practice;

(z) Investments made as a part of, or in connection with or to otherwise fund the Transactions;

(aa) any issuance of letters of credit or surety bonds by, or for the account of, the Borrower and/or any of its Restricted Subsidiaries to support the obligations of any of the Excluded Subsidiaries;

(bb) Investments relating to pension trusts;

(cc) Investments by Credit Parties in any Subsidiary that is not a Credit Party so long as such Investment is part of a series of simultaneous or substantially contemporaneous Investments and other actions by the Borrower and the Restricted Subsidiaries in other Subsidiaries that result in the proceeds of the intercompany Investment being invested in one or more Credit Parties;

(dd) Investments relating to nuclear decommission trusts and nuclear insurance and self-insurance organizations or arrangements;

(ee) Investments in the form of, or pursuant to, operating agreements, working interests, royalty interests, mineral leases, processing agreements, farm-out agreements, contracts for the sale, transportation or exchange of oil and natural gas or other fuel or commodities, unitization agreements, pooling agreements, area of mutual interest agreements, production sharing agreements or other similar or customary agreements, transactions, properties, interests or arrangements, and Investments and expenditures in connection therewith or pursuant thereto, in each case, made or entered into in the ordinary course of business;

(ff) Investments made using amounts not to exceed (x) 100% of the amount of dividends permitted to be made pursuant to Section 10.6(o) at the time of any such payment; provided that the aggregate amount used under this clause (ff) (and not reclassified) shall reduce the corresponding basket under Section 10.6(o), if applicable, on a dollar for dollar basis plus (y) 100% of the amount of repayments of Junior Indebtedness permitted to be made pursuant to Section 10.7(a)(i)(1)(A) at the time of any such payment; provided that the aggregate amount used under this clause (ff) (and not reclassified) shall reduce the corresponding basket under Section 10.7(a)(i)(1)(A), if applicable, on a dollar for dollar basis;

(gg) to the extent constituting Investments, transactions pursuant to the Shared Services and Tax Agreements permitted under Section 10.6(n));

(hh) Investments in connection with Permitted Reorganizations, IPOCo Transactions or an IPO Reorganization Transaction;

(ii) Investments in deposit accounts, commodities and securities accounts opened in the ordinary course of business;

(jj) Investments solely to the extent such Investments reflect an increase in the value of Investments otherwise permitted under this Agreement;

(kk) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business;

(ll) Loans repurchased by the Borrower or a Restricted Subsidiary pursuant to and in accordance with Section 13.6(h) of the First Lien Credit Agreement as in effect on the Closing Date;

(mm) subject to the last paragraph of this Section 10.5, loans to, or letters of credit (including Letters of Credit) to be issued on behalf of, any of the Borrower's direct or indirect parent companies or such parents' Subsidiaries for working capital purposes, in each case so long as made in the ordinary course of business or consistent with past practices and in an amount not to exceed $50,000,000 at any time outstanding;

(nn) other Investments in an unlimited amount, provided that the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00; and

(oo) Investments in connection with a Permitted Spin-Out Transaction.

Notwithstanding anything to the contrary set forth in this Agreement, in no event shall the Borrower or any Restricted Subsidiary be permitted to make a Disposition or Investment in the form of a transfer of Material Intellectual Property to any Unrestricted Subsidiary; provided that the Borrower and its Restricted Subsidiaries shall be permitted to grant non-exclusive licenses to any Unrestricted Subsidiary in the ordinary course of business.

Notwithstanding anything to the contrary herein, it is understood and agreed that the capacity to make Investments pursuant to any of Section 10.5(i), (m), (v), (w), (mm), (nn) or (ff) above shall be reduced dollar-for-dollar by all usage of any such Section for the issuance of Letters of Credit using the Available RP/Investment Capacity Amount, with such reduction on any date of determination being an amount equal to the outstanding amount of such Letters of Credit (for so long as such Letters of Credit are outstanding) on such date of determination.

10.6. Limitation on Dividends. The Borrower will not declare or pay any dividends or return any capital to its stockholders or make any other distribution, payment or delivery of property or cash to its stockholders on account of such Stock and Stock Equivalents, or redeem, retire, purchase or otherwise acquire, directly or indirectly, for consideration, any shares of any class of its Stock or Stock Equivalents or set aside any funds for any of the foregoing purposes, (other than dividends payable solely in its Stock or Stock Equivalents (other than Disqualified Stock) (all of the foregoing, "**dividends**"), provided:

(a) the Borrower may (or may pay dividends to permit any direct or indirect parent thereof to) redeem in whole or in part any of its Stock or Stock Equivalents for another class of its (or such parent's) Stock or Stock Equivalents or with proceeds from substantially concurrent equity contributions or issuances of new Stock or Stock Equivalents (other than any Cure Amount, any sale or issuance to any Subsidiary and any contribution or issuance applied pursuant to Section 10.5(f)(ii) or Section 10.6(b)(i)); provided that (i) such new Stock or Stock Equivalents contain terms and provisions (taken as a whole) at least as advantageous to the L/C Issuers, taken as a whole, in all respects material to their interests as those contained in the Stock or Stock Equivalents redeemed thereby and (ii) the cash proceeds from any such contribution or issuance shall not increase the Applicable Equity Amount;

(b) subject to the last paragraph of this Section 10.6, the Borrower may (or may pay dividends to permit any direct or indirect parent thereof to) redeem, acquire, retire or repurchase shares of its (or such parent's) Stock or Stock Equivalents held by any present or former officer, manager, consultant, director or employee (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Borrower (or any direct or indirect parent thereof) and any Subsidiaries, so long as such repurchase is pursuant to, and in accordance with the terms of, any stock option or stock appreciation rights plan, any management, director and/or employee benefit, stock ownership or option plan, stock subscription plan or agreement, employment termination agreement or any employment agreements or stockholders' or shareholders' agreement; provided, however, that the aggregate amount of payments made under this Section 10.6(b), when combined with Investments made pursuant to Section 10.5(k), do not exceed in any calendar year $25,000,000 (which shall increase to $50,000,000 subsequent to the consummation of an initial public offering of, or registration of, Stock by the Borrower (or any direct or indirect parent company of the Borrower) (with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum (without giving effect to the following proviso) of $60,000,000 in any calendar year (which shall increase to $100,000,000 subsequent to the consummation of an underwritten public offering of, or registration of, Stock by the Borrower or any direct or indirect parent corporation of the Borrower)); provided, further, that such amount in any calendar year may be increased by an amount not to exceed:

(i) the cash proceeds from the sale of Stock (other than Disqualified Stock, any Cure Amount, any sale or issuance to any Subsidiary and any contribution or issuance applied pursuant to Section 10.5(f)(ii) or Section 10.6(a)) of the Borrower and, to the extent contributed to the Borrower, Stock of any of the Borrower's direct or indirect parent companies, in each case to present or former officers, managers, consultants, directors or employees (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Borrower (or any of its direct or indirect parent companies) or any Subsidiary of the Borrower that occurs after the Closing Date; provided that such Stock or proceeds of such Stock will not increase the Applicable Equity Amount; plus

(ii) the cash proceeds of key man life insurance policies received the Borrower or any Restricted Subsidiary after the Closing Date; less

(iii) the amount of any dividends or distributions previously made with the cash proceeds described in clauses (i) and (ii) above; and provided, further, that cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary from present or former officers, managers, consultants, directors or employees (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Borrower (or any of its direct or indirect parent companies), or any Subsidiary of the Borrower in connection with a repurchase of Stock or Stock Equivalents of the Borrower or any of its direct or indirect parent companies will not be deemed to constitute a dividend for purposes of this covenant or any other provision of this Agreement;

(c) subject to the last paragraph of this Section 10.6, so long as no Event of Default under Section 11.1 or Section 11.5 shall have occurred and be continuing or would result therefrom, the Borrower may pay dividends on its Stock or Stock Equivalents; provided that the amount of all such dividends paid from the Closing Date pursuant to this clause (c) shall not exceed an amount equal to (x) the Applicable Equity Amount at the time such dividends are paid plus (y) the Applicable Amount at such time, provided that in respect of any dividends made in reliance of clause (ii) of the definition of Applicable Amount, (i) the Consolidated Total Net Leverage Ratio shall not be greater than (i) at any time prior to the Q2 2024 Financials Date, 2.25:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.75:1.00, calculated on a Pro Forma Basis after giving effect to such dividends) and (ii) no Event of Default shall have occurred and be continuing or would result therefrom;

(d) the Borrower may make dividends, distributions or loans to any direct or indirect parent company of the Borrower in amount required for any such direct or indirect parent to pay, in each case without duplication:

(i) foreign, federal, state and local income Taxes, to the extent such income Taxes are attributable to the income of the Borrower and its Subsidiaries; provided that for purposes of this Section 10.6(d)(i), such Taxes shall be deemed to equal the amount that the Borrower and its Subsidiaries would be required to pay in respect of foreign, federal, state and local income Taxes if the Borrower were the parent of a standalone consolidated, combined, affiliated, unitary or similar income tax group including its

Subsidiaries; provided, further, that the permitted payment pursuant to this clause (i) with respect to any taxes of any Unrestricted Subsidiary or Excluded Project Subsidiary for any taxable period shall be limited to the amount actually paid with respect to such period by such Unrestricted Subsidiary or Excluded Project Subsidiary to the Borrower or its Restricted Subsidiaries for the purposes of paying such taxes;

(ii) (A) such parents' and their respective Subsidiaries' general operating expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses provided by third parties) to the extent such costs and expenses are attributable to the ownership or operation of the Borrower and its Restricted Subsidiaries and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries, (B) any indemnification claims made by directors or officers of the Borrower (or any parent thereof) to the extent such claims are attributable to the ownership or operation of the Borrower or any Restricted Subsidiary and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries or (C) fees and expenses otherwise due and payable by the Borrower (or any parent thereof and such parent's Subsidiaries) or any Restricted Subsidiary and not prohibited to be paid by the Borrower and its Restricted Subsidiaries hereunder;

(iii) franchise and excise Taxes and other fees, Taxes and expenses required to maintain the corporate existence of any direct or indirect parent of the Borrower;

(iv) to any direct or indirect parent of the Borrower to finance any Investment permitted to be made by the Borrower or any Restricted Subsidiary pursuant to Section 10.5; provided that (A) such dividend shall be made substantially concurrently with the closing of such Investment, (B) such parent shall, immediately following the closing thereof, cause (1) all property acquired (whether assets, Stock or Stock Equivalents) to be contributed to the Borrower or such Restricted Subsidiary or (2) the merger, amalgamation or consolidation (to the extent permitted in Section 10.5) of the Person formed or acquired into the Borrower or any Restricted Subsidiary, (C) the Borrower or such Restricted Subsidiary shall comply with Section 9.11 and Section 9.12 to the extent applicable, (D) the aggregate amount of such dividends shall reduce the ability of the Borrower and the Restricted Subsidiary to make Investments under the applicable clauses of Section 10.5 by such amount and (E) any property received in connection with such transaction shall not increase the Applicable Equity Amount;

(v) customary costs, fees and expenses (other than to Affiliates) related to any unsuccessful equity or debt offering or acquisition or disposition transaction payable by the Borrower or the Restricted Subsidiaries;

(vi) customary salary, bonus, severance and other benefits payable to officers, employees or consultants of any direct or indirect parent company (and such

parent's Subsidiaries) of the Borrower to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrower, its Restricted Subsidiaries and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries;

(vii) [reserved];

(viii) to the extent constituting dividends, amounts that would be permitted to be paid directly by the Borrower or its Restricted Subsidiaries under Section 9.9(a);

(ix) AHYDO Catch-Up Payments with respect to Indebtedness of any direct or indirect parent of the Borrower; provided that the proceeds of such Indebtedness have been contributed to the Borrower as a capital contribution; and

(x) expenses incurred by any direct or indirect parent of the Borrower in connection with any public offering or other sale of Stock or Stock Equivalents or Indebtedness (i) where the net proceeds of such offering or sale are intended to be received by or contributed to the Borrower or a Restricted Subsidiary, (ii) in a pro-rated amount of such expenses in proportion to the amount of such net proceeds intended to be so received or contributed or (iii) otherwise on an interim basis prior to completion of such offering so long as any direct or indirect parent of the Borrower shall cause the amount of such expenses to be repaid to the Borrower or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed;

(e) the Borrower may pay dividends or make distributions in connection with a Permitted Spin-Out Transaction;

(f) dividends consisting of or resulting from Liens, fundamental changes, Dispositions, Investments or other payments permitted by 10.2, 10.3 (other than Section 10.3(j)), 10.4 (other than Section 10.4(d)), 10.5 (other than Section 10.5(l)), 10.7 or 10.8, as applicable;

(g) the Borrower may repurchase Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) deemed to occur upon exercise of stock options or warrants if such Stock or Stock Equivalents represents a portion of the exercise price of such options or warrants, and the Borrower may pay dividends to any direct or indirect parent thereof as and when necessary to enable such parent to effect such repurchases;

(h) the Borrower may (i) pay cash in lieu of fractional shares in connection with any dividend, distribution, split, reverse share split, merger, consolidation, amalgamation or other combination thereof or any Permitted Acquisition, and any dividend to the Borrower's direct or indirect parent in order to effect the same and (ii) honor any conversion request by a holder of convertible Indebtedness and make cash payments in lieu of fractional shares in connection with any such conversion and may make payments on convertible Indebtedness in accordance with its terms;

(i) the Borrower may pay any dividend or distribution within 90 days after the date of declaration thereof or giving irrevocable notice thereof, if at the date of declaration or notice such payment would have complied with the provisions of this Agreement;

(j) subject to the last paragraph of this Section 10.6, following the one year anniversary of the Closing Date, so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may declare and pay dividends and may redeem or repurchase on the Borrower's (or any direct or indirect parent's thereof) Stock and Stock Equivalents following the registration or first public offering of the Borrower's Stock or Stock Equivalents or the Stock or Stock Equivalents of any of its direct or indirect parents after the Closing Date, so long as the aggregate amount of all such dividends, redemptions and repurchases in any calendar year does not exceed the greater of (x) 6.0% of the market capitalization of the Borrower (or its direct or indirect parent, as applicable, to the extent attributable to the Borrower and its Subsidiaries, as determined in good faith by the Borrower) calculated on a trailing twelve month average basis and (y) 6.0% of the net cash proceeds of such public offering;

(k) the Borrower may pay dividends in an amount equal to withholding or similar Taxes payable or expected to be payable by any present or former employee, director, manager or consultant (or their respective Affiliates, estates or immediate family members) and any repurchases of Stock or Stock Equivalents in consideration of such payments including deemed repurchases in connection with the exercise of stock options;

(l) the purchase, redemption, acquisition, cancellation or other retirement for a nominal value per right of any rights granted to all the holders of Stock of the Borrower pursuant to any shareholders' rights plan adopted for the purpose of protecting shareholders from unfair takeover tactics; provided, that any such purchase, redemption, acquisition, cancellation or other retirement of such rights is not for the purpose of evading the limitations of this covenant (all as determined in good faith by the Borrower);

(m) the Borrower may make payments described in Section 9.9 (other than Section 9.9(b), Section 9.9(e) (to the extent expressly permitted by reference to Section 10.6), Section 9.9(g) and Section 9.9(l));

(n) the Borrower may pay dividends or make distributions (i) in connection with the Transactions or contemplated by the Plan, and (ii) in an amount sufficient so as to allow any direct or indirect parent of the Borrower to make when due (but without regard to any permitted deferral on account of financing agreements) any payment pursuant to any Shared Services and Tax Agreements; provided that solely in the case of the payment of Taxes of the type described in Section 10.6(d)(i) under a Shared Services and Tax Agreement (and in lieu of making a dividend thereunder as contemplated by Section 10.6(d)(i)), the amount of such payments shall not exceed the amount permitted to be paid as dividends or distributions under Section 10.6(d)(i);

(o) subject to the last paragraph of this Section 10.6, so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may pay declare and pay dividends to, or make loans to, any direct or indirect parent company of the Borrower in amounts up to the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024

Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(p) the Borrower may make distributions or payments of Receivables Fees and Securitization Fees;

(q) declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Preferred Stock that is issued as permitted under this Agreement;

(r) subject to the last paragraph of this Section 10.6, so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may declare and pay dividends in an unlimited amount, provided that the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.00:1.00;

(s) the Borrower may make distributions of, or Investments in, Receivables Facility Assets for purposes of inclusion in any Permitted Receivables Financing and Securitization Assets for purposes of inclusion in any Qualified Securitization Financing, in each case made in the ordinary course of business or consistent with past practices;

(t) the Borrower may make distributions in an amount sufficient so as to allow any direct or indirect parent of the Borrower to pay any AHYDO Catch-Up Payments relating to Indebtedness of any direct or indirect parent of the Borrower;

(u) the declaration and payment of dividends or distributions to holders of any class or series of Disqualified Stock of the Borrower or any Restricted Subsidiary, in each case, issued in accordance with Section 10.1(hh);

(i) any dividends made in connection with the Transactions (and the fees and expenses related thereto) or used to fund amounts owed to Affiliates in connection with the Transactions (including dividends or distributions to any direct or indirect company of the Borrower to permit payment by such parent of such amount) to the extent permitted by Section 9.9 (other than clause (b) thereof), and dividends in respect of working capital adjustments or purchase price adjustments pursuant to any Permitted Acquisition or other Investment permitted hereunder and to satisfy indemnity and other similar obligations in connection with any Permitted Acquisition or other Investment permitted hereunder; and

(v) the distribution, by dividend or otherwise, of shares of Stock or Stock Equivalents of, or Indebtedness owed to the Borrower or a Restricted Subsidiary by, Unrestricted Subsidiaries or the proceeds thereof.

Notwithstanding anything to the contrary herein, it is understood and agreed that the capacity to make payments pursuant to any of Section 10.6(b), (c), (j), (o) or (r) above shall be reduced dollar-for-dollar by all usage of any such Section for the issuance of Letters of Credit using the Available RP/Investment Capacity Amount, with such reduction on any date of

determination being an amount equal to the outstanding amount of such Letters of Credit (for so long as such Letters of Credit are outstanding) on such date of determination.

10.7. Limitations on Debt Payments and Amendments.

(a) The Borrower will not, and will not permit the Restricted Subsidiaries to, voluntarily prepay, repurchase or redeem or otherwise defease any Material Indebtedness that is subordinated in right of payment or lien (contractually junior to the liens securing the Obligations) to the Obligations with Stated Maturities beyond the Latest Maturity Date (the "**Junior Indebtedness**"); provided, however, that the Borrower and the Restricted Subsidiaries may prepay, repurchase or redeem or otherwise defease Junior Indebtedness (i) in an aggregate principal amount from the Closing Date not in excess of the sum of (1) so long as no Event of Default shall have occurred and be continuing or would result therefrom, (A) the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) and (B) additional unlimited amounts, provided that the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00 plus (2) the Applicable Equity Amount at the time of such prepayment, repurchase, redemption or other defeasance plus (3) the Applicable Amount at the time of such prepayment, repurchase, redemption or other defeasance; (ii) with the proceeds from, or in exchange for, Indebtedness permitted under Section 10.1, (iii) by converting, exchanging, redeeming, repaying or prepaying such Junior Indebtedness into, for or with, as applicable, Stock or Stock Equivalents of any direct or indirect parent of the Borrower (other than Disqualified Stock except as permitted hereunder),

(b) payments made using amounts not to exceed 100% of the amount of dividends permitted to be made pursuant to Section 10.6(o) at the time of any such payment; provided that the aggregate amount used under this clause (iv) (and not reclassified) shall reduce the corresponding basket under Section 10.6(o), if applicable, on a dollar for dollar basis and (v) within 60 days of the applicable Redemption Notice if, at the date of any payment, redemption, repurchase, retirement, termination or cancellation notice in respect thereof (each, a "**Redemption Notice**"), such payment, redemption, repurchase, retirement, termination or cancellation would have complied with another provision of this Section 10.7, provided that such payment, redemption, repurchase, retirement, termination or cancellation shall reduce capacity under such other provision. Notwithstanding the foregoing, nothing in this Section 10.7 shall prohibit (A) the repayment or prepayment of intercompany subordinated Indebtedness (including under the Intercompany Subordinated Note) owed among the Borrower and/or the Restricted Subsidiaries, in either case unless an Event of Default under Section 11.1 or 11.5 has occurred and is continuing and the Borrower has received a written notice from the Collateral Trustee or Collateral Agent (acting at the direction of the Administrative Agent) instructing it not to make or permit any such repayment or prepayment or (B) transfers of credit positions in connection with intercompany debt restructurings so long as such Indebtedness is permitted by Section 10.1 after giving effect to such transfer.

(c) The Borrower will not, and will not permit the Restricted Subsidiaries to waive, amend, or modify any Material Indebtedness that is subordinated in right of payment to the

Obligations, in each case, that to the extent that any such waiver, amendment or modification, taken as a whole, would be adverse to the L/C Issuers in any material respect other than in connection with (i) a refinancing or replacement of such Indebtedness permitted hereunder or (ii) in a manner expressly permitted by, or not prohibited under, the applicable intercreditor or subordination terms or agreement(s) governing the relationship between the L/C Issuers, on the one hand, and the lenders or purchasers of the applicable subordinated Indebtedness, on the other hand; and

(d) Notwithstanding the above, the Borrower and its Restricted Subsidiaries may make AHYDO Catch-Up Payments relating to Indebtedness of the Borrower and its Restricted Subsidiaries.

10.8. Limitations on Sale Leasebacks. The Borrower will not, and will not permit the Restricted Subsidiaries to, enter into or effect any Sale Leasebacks after the Closing Date, other than Permitted Sale Leasebacks.

10.9. Consolidated First Lien Net Leverage Ratio. The Borrower will not permit the Consolidated First Lien Net Leverage Ratio, calculated as of the last day of the last fiscal quarter of the Borrower for the most recent four fiscal quarter period of the Borrower for which financial statements have been furnished to the Administrative Agent pursuant to Section 9.1(a) or (b) (commencing with the four fiscal quarter period ending with the first fiscal quarter ending after the Closing Date), solely during any Compliance Period (as defined in the First Lien Credit Agreement as in effect on the Closing Date), to exceed the ratio set forth in the grid below:

June 30, 2023	2.75:1.00
September 30, 2023	3.00:1.00
December 31, 2023	3.50:1.00
March 31, 2024	4.00:1.00
June 30, 2024 and thereafter	4.25:1.00

10.10. Limitation on Subsidiary Distributions. The Borrower will not, and will not permit any Restricted Subsidiary that is not a Guarantor to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to (x) (i) pay dividends or make any other distributions to the Borrower or any Restricted Subsidiary that is a Guarantor on its Stock or Stock Equivalents or with respect to any other interest or participation in, or measured by, its profits or (ii) pay any Indebtedness owed to the Borrower or any Restricted Subsidiary that is a Guarantor, (y) make loans or advances to the Borrower or any Restricted Subsidiary that is Guarantor or (z) sell, lease or transfer any of its properties or assets to the Borrower or any Restricted Subsidiary that is a Guarantor, except (in each case) for such encumbrances or restrictions (A) which the Borrower has reasonably determined in good faith will not materially impair the Borrower's ability to make payments under this Agreement when due or (B) existing under or by reason of:

(a) contractual encumbrances or restrictions in effect on the Closing Date, including pursuant to this Agreement and the related documentation and related Hedging Obligations;

(b) purchase money obligations and Capitalized Lease Obligations that impose restrictions of the nature discussed in clause (x), (y) or (z) above on the property so acquired, any replacements of such property or assets and additions and accessions thereto, after-acquired property subj ect to such arrangement, the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment (or assets affixed or appurtenant thereto and additions and accessions) financed by such lender (it being understood that such restriction shall not be permitted to apply to any property to which such restriction would not have applied but for such acquisition);

(c) Applicable Laws or any applicable rule, regulation or order, or any request of any Governmental Authority having regulatory authority over the Borrower or any of its Subsidiaries;

(d) any agreement or other instrument of a Person acquired by or merged or consolidated with or into the Borrower or any Restricted Subsidiary, or of an Unrestricted Subsidiary or an Excluded Project Subsidiary that is designated a Restricted Subsidiary, or that is assumed in connection with the acquisition of assets from such Person, in each case that is in existence at the time of such transaction (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired or designated, any replacements of such property or assets and additions and accessions thereto, after-acquired property subject to such agreement or instrument, the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment (or assets affixed or appurtenant thereto and additions and accessions) financed by such lender (it being understood that such encumbrance or restriction shall not be permitted to apply to any property to which such encumbrance or restriction would not have applied but for such acquisition);

(e) contracts for the sale of assets, including customary restrictions with respect to a Subsidiary of the Borrower pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Stock or Stock Equivalents or assets of such Subsidiary and restrictions on transfer of assets subject to Liens permitted hereunder;

(f) (x) secured Indebtedness otherwise permitted to be incurred pursuant to Sections 10.1 and 10.2 that limit the right of the debtor to dispose of the assets securing such Indebtedness and (y) restrictions or encumbrances on transfers of assets subject to Liens permitted hereunder (but, with respect to any such Lien, only to the extent that such transfer restrictions apply solely to the assets that are the subject of such Lien);

(g) restrictions or encumbrances on cash or other deposits or net worth imposed by customers under, or made necessary or advisable by, contracts entered into in the ordinary course of business;

(h) restrictions or encumbrances imposed by other Indebtedness, Disqualified Stock or preferred Stock or Stock Equivalents of Restricted Subsidiaries permitted to be incurred subsequent to the Closing Date pursuant to the provisions of Section 10.1;

(i) customary provisions in joint venture agreements or arrangements and other similar agreements or arrangements relating solely to such joint venture (including its assets and Subsidiaries) and the Stock or Stock Equivalents issued thereby;

(j) customary provisions contained in leases, sub-leases, licenses, sub-licenses or similar agreements, in each case, entered into in the ordinary course of business;

(k) restrictions created in connection with any Permitted Receivables Financing or any Qualified Securitization Financing that, in the good faith determination of the board of directors (or analogous governing body) of the Borrower, are necessary or advisable to effect such Permitted Receivables Financing or Qualified Securitization Financing, as the case may be;

(l) customary restrictions on leases, subleases, licenses, sublicenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to property interest, rights or the assets subject thereto;

(m) customary provisions restricting assignment or transfer of any agreement entered into in the ordinary course of business;

(n) restrictions contemplated by the Plan or created in connection with the consummation of the Transaction, or restrictions arising from Shared Services and Tax Agreements;

(o) restrictions created in connection with Non-Recourse Debt;

(p) [reserved]; or

(q) any encumbrances or restrictions of the type referred to in clauses (x), (y) and (z) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, extensions, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (p) above; provided that such amendments, modifications, restatements, renewals, increases, extensions, supplements, refundings, extensions, replacements, restructurings or refinancings (x) are, in the good faith judgment of the Borrower, not materially more restrictive with respect to such encumbrance and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, extension, restructuring, supplement, refunding, replacement or refinancing or (y) do not materially impair the Borrower's ability to pay its obligations under the Credit Documents as and when due (as determined in good faith by the Borrower);

provided that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Borrower or any Restricted Subsidiary that is a Guarantor to other Indebtedness incurred by the Borrower or any Restricted Subsidiary that is a Guarantor shall not be deemed to constitute such an encumbrance or restriction.

10.11. Amendment of Organizational Documents. The Borrower will not, nor will the Borrower permit any Credit Party to, amend or otherwise modify any of its Organizational Documents in a manner that is materially adverse to the L/C Issuers, except as required by Applicable Laws.

SECTION 11. Events of Default.

Upon the occurrence of any of the following specified events (each an "**Event of Default**"):

11.1. Payments. The Borrower shall (a) default in the payment when due of any principal of any Unpaid Drawings, (b) default, and such default shall continue for more than five Business Days, in the payment when due of any interest owing hereunder or (c) default, and such default shall continue for more than ten Business Days, in the payment when due of any Fees or any other amounts owing hereunder or under any other Credit Document; or

11.2. Representations, Etc. Any representation, warranty or statement made or deemed made by any Credit Party herein or in any other Credit Document or any certificate delivered or required to be delivered pursuant hereto or thereto shall prove to be materially untrue on the date as of which made or deemed made, and, to the extent capable of being cured, such incorrect representation and warranty shall remain incorrect in any material respect for a period of thirty days after written notice thereof from the Administrative Agent to the Borrower; or

11.3. Covenants. Any Credit Party shall:

(a) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.1(d)(i) (provided that notice of such default at any time shall timely cure the failure to provide such notice), Section 9.5 (solely with respect to the Borrower) or Section 10; provided that a breach under Section 10.9 shall be subject to a L/C Covenant Cure and shall only result in an Event of Default (and shall not constitute an Event of Default hereunder if the Borrower has a Cure Right available or exercises the Cash Collateralization Cure and otherwise complies with Section 11.14(d)) on the date that is 15 Business Days or 7 Business Days with respect to a Cash Collaterialization Cure, as applicable, after the day on which a compliance certificate for Section 9.1 Financials is required to be delivered for the applicable fiscal quarter; or

(b) default in the due performance or observance by it of any term, covenant or agreement (other than those referred to in Section 11.1 or 11.2 or clause (a) of this Section 11.3) contained in this Agreement or any other Credit Document and such default shall continue unremedied for a period of at least 30 calendar days after receipt of written notice by the Borrower from the Administrative Agent or the Required L/C Issuers.

11.4. Default Under Other Agreements. (a) The Borrower or any Restricted Subsidiary shall (i) default in any payment with respect to any Indebtedness (other than any Indebtedness described in Section 11.1, Hedging Obligations or Indebtedness under any Permitted Receivables Financing or under any Qualified Securitization Financing) in a principal amount in excess of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) in the aggregate for the Borrower and such Restricted Subsidiaries beyond the period of grace or cure and following all required notices, if any, provided in the instrument or agreement under which such Indebtedness was created or (ii) default in the observance or performance of any agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist (other than any agreement or condition relating to, or provided in any instrument or agreement, under which such Hedging Obligations or such Permitted Receivables Financing or such Qualified Securitization Financing was created) beyond the period of grace or cure and following all required notices, if any, provided in the instrument or agreement under which such Indebtedness was created, if the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, any such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; or (b) without limiting the provisions of clause (a) above, any such Indebtedness shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment (other than any Hedging Obligations or Indebtedness under any Permitted Receivables Financing or under any Qualified Securitization Financing) or as a mandatory prepayment, prior to the stated maturity thereof; provided that clauses (a) and (b) above shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; provided, further, that this Section 11.4 shall not apply to (i) any Indebtedness if the sole remedy of the holder thereof following such event or condition is to elect to convert such Indebtedness into Stock or Stock Equivalents (other than Disqualified Stock) and cash in lieu of fractional shares or (ii) any such default that is remedied by or waived (including in the form of amendment) by the requisite holders of the applicable item of Indebtedness or contested in good faith by the Borrower or the applicable Restricted Subsidiary in either case, prior to acceleration of all of the Obligations hereunder pursuant to this Section 11; provided further that a breach of any financial covenant under any other Indebtedness shall not constitute an Event of Default unless the lenders under the document governing such Indebtedness have accelerated the Indebtedness thereunder or terminated such commitments thereunder as a result of such breach; or

11.5. Bankruptcy. Except as otherwise permitted under Section 10.3, (i) the Borrower or any Material Subsidiary shall commence a voluntary case, proceeding or action concerning itself under (a) the Bankruptcy Code or (b) in the case of any Foreign Subsidiary that is a Material Subsidiary, any domestic or foreign law relating to bankruptcy, judicial management, insolvency, reorganization, administration or relief of debtors in effect in its jurisdiction of incorporation, in each case as now or hereafter in effect, or any successor thereto; (ii) an involuntary case, proceeding or action is commenced against the Borrower or any Material Subsidiary in a court of competent jurisdiction and the petition is not controverted within 60 days after commencement of the case, proceeding or action; (iii) a custodian (as defined in the Bankruptcy Code), judicial

manager, receiver, receiver manager, trustee, administrator or similar person is appointed by a court of competent jurisdiction for, or takes charge of, all or substantially all of the property of the Borrower or any Material Subsidiary; or (iv) the Borrower or any Material Subsidiary makes a general assignment for the benefit of creditors; or

11.6. ERISA. (a) The occurrence of any ERISA Event, (b) any Benefit Plan shall have an accumulated funding deficiency (whether or not waived); the Borrower or any ERISA Affiliate has incurred or is likely to incur a liability to or on account of a Benefit Plan or Multiemployer Plan under Section 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201 or 4204 of ERISA or Section 4971 or 4975 of the Code (including the giving of written notice thereof) or (c) there could result from any event or events set forth in clause (b) of this Section 11.6 the imposition of a Lien, the granting of a security interest, or a liability, or the reasonable likelihood of incurring a Lien, security interest, liability or event but only if the events described in subsections (a), (b) or (c) will or would be reasonably likely, individually or the aggregate, to have a Material Adverse Effect; or

11.7. Guarantee. Any Guarantee provided by the Borrower or any Material Subsidiary or any material provision thereof shall cease to be in full force or effect (other than pursuant to the terms hereof or thereof) or any such Guarantor thereunder or any other Credit Party shall deny or disaffirm in writing any such Guarantor's obligations under the Guarantee; or

11.8. Pledge Agreement. Any Pledge Agreement pursuant to which the Stock or Stock Equivalents of the Borrower or any Material Subsidiary of the Borrower is pledged or any material provision thereof shall cease to be in full force or effect (other than pursuant to the terms hereof or thereof or due to any defect arising as a result of acts or omissions of the Administrative Agent, the Collateral Agent, the Collateral Trustee or any L/C Issuer which do not result from a material breach by a Credit Party of its obligations under the Credit Documents) or any pledgor thereunder or any other Credit Party shall deny or disaffirm in writing such pledgor's obligations under any Pledge Agreement; or

11.9. Security Agreement. The Security Agreement or any other material Security Document pursuant to which the assets of any Credit Party are pledged as Collateral or any material provision thereof shall cease to be in full force or effect in respect of Collateral with an individual fair market value in excess of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (other than pursuant to the terms hereof or thereof or any defect arising as a result of acts or omissions of the Collateral Agent, the Administrative Agent, the Collateral Trustee or any L/C Issuer which do not result from a material breach by a Credit Party of its obligations under the Credit Documents) or any grantor thereunder or any other Credit Party shall deny or disaffirm in writing such grantor's obligations under the Security Agreement or any other such Security Document; or

11.10. Judgments. One or more final judgments or decrees shall be entered against the Borrower or any Restricted Subsidiary involving a liability requiring the payment of the greater of (x) $160,000,000 and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period in the aggregate for all such final judgments and decrees for the Borrower and the Restricted Subsidiaries (to the extent not paid or covered by indemnity or insurance provided by a carrier that has not denied coverage) and any

such final judgments or decrees shall not have been satisfied, vacated, discharged or stayed or bonded pending appeal within 60 consecutive days after the entry thereof;

11.11. Change of Control. A Change of Control shall occur;

11.12. Susquehanna Event of Default. A Susquehanna Event of Default shall occur:

(a) then, and in any such event, and at any time thereafter, if any Event of Default shall then be continuing, subject to the terms of the Collateral Trust Agreement and any other applicable intercreditor agreement, the Administrative Agent shall, at the written request of the Required L/C Issuers, by written notice to the Borrower, take any or all of the following actions, without prejudice to the rights of the Administrative Agent or any L/C Issuer to enforce its claims against the Borrower, except as otherwise specifically provided for in this Agreement (provided that, if an Event of Default specified in Section 11.5 shall occur with respect to the Borrower, the result that would occur upon the giving of written notice by the Administrative Agent as specified in clauses (i), (ii), (iii), (iv), (v) and (vi) below shall occur automatically without the giving of any such notice): (i) declare the L/C Commitment terminated, whereupon the L/C Commitment of each L/C Issuer shall forthwith terminate immediately and any Fees theretofore accrued shall forthwith become due and payable without any other notice of any kind; (ii) declare the principal of and any accrued interest and Fees in respect of any or all Obligations owing hereunder and under any other Credit Document to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; (iii) terminate any Letter of Credit that may be terminated in accordance with its terms; (iv) direct the Collateral Agent to enforce any and all Liens and security interests created pursuant to the Security Documents (or direct the Collateral Agent to cause the Collateral Trustee to enforce any and all Liens and security interests created pursuant to the Security Documents, as applicable); (v) enforce any and all of the Administrative Agent's rights under the Guarantee; and/or (vi) direct the Borrower to Cash Collateralize (and the Borrower agrees that upon receipt of such notice, or upon the occurrence of an Event of Default specified in Section 11.5 with respect to the Borrower, it will Cash Collateralize) all Letters of Credit issued and then-outstanding.

(b) Notwithstanding anything to the contrary contained herein, any Event of Default under this Agreement or similarly defined term under any other Credit Document, other than any Event of Default which cannot be waived without the written consent of each L/C Issuer directly and adversely affected thereby, (i) shall be deemed not to be "continuing" if the events, act or condition that gave rise to such Event of Default have been remedied or cured (including by payment, notice, taking of any action or omitting to take any action) or have ceased to exist and the Borrower is in compliance with this Agreement and/or such other Credit Document.

(c) Notwithstanding anything to the contrary contained herein, at the option of the Borrower, in the event there is a breach (or potential breach) of both the covenant set forth in Section 10.9 and the Revolving Credit Facility Financial Covenant and the required lenders under the Revolving Credit Facility (the "**Revolving Lenders**") elect to waive or forbear from a breach (or potential breach) of the RCF Financial Covenant, or otherwise modify the RCF Financial Covenant that results in such RCF Financial Covenant being in compliance or not tested for such period, the covenant set forth in Section 10.9 shall be deemed to have been complied with for such period for all purposes and the L/C Issuers will not be entitled to terminate the commitments or

exercise any remedies under the Credit Documents in respect of such breach; provided that (x) any consent fee paid to the Revolving Lenders in exchange for such waiver, forbearance or amendment is paid to each L/C Issuer on the same percentage basis based on its L/C Commitments at such time, (y) any terms that are added to the Revolving Credit Facility for the benefit of the Revolving Lenders in exchange for such waiver, forbearance or amendment are added to this Agreement for the benefit of the L/C Issuers (which may be effected by an amendment to this Agreement signed solely by the Borrower) and (z) the percentage of Revolving Lenders consenting to such waiver under the Revolving Credit Facility exceeds 50% of the sum of the commitments under the Revolving Credit Facility at such time *plus* the L/C Commitments (collectively, an "**L/C Covenant Cure**").

11.13. Application of Proceeds.

(a) Subject to clauses (b) and (c) below, any amount received by the Administrative Agent, the Collateral Trustee, the Collateral Agent or any L/C Issuer from any Credit Party (or from proceeds of any Collateral) following any acceleration of the Obligations under this Agreement or any Event of Default with respect to the Borrower under Section 11.5 shall be applied in accordance with the Collateral Trust Agreement and any other applicable intercreditor agreement.

(b) In the event that either (x) the Collateral Trust Agreement or any applicable intercreditor agreement directs the application with respect to any Collateral be made with reference to this Agreement or the other Credit Documents or (y) the Collateral Trust Agreement has been terminated and no intercreditor agreement is then in effect, any amount received by the Administrative Agent, the Collateral Trustee, the Collateral Agent or any L/C Issuer from any Credit Party (or from proceeds of any Collateral), in each case following any acceleration of the Obligations under this Agreement or any Event of Default with respect to the Borrower under Section 11.5 shall be applied:

(i) First, to the payment of all reasonable costs and expenses, fees, commissions and taxes of such sale, collection or other realization including compensation to the Administrative Agent, the Collateral Agent, the L/C Issuers and their agents and counsel, and all expenses, liabilities and advances made or incurred by the Administrative Agent, the Collateral Agent and the L/C Issuers in connection therewith and all amounts for which the Administrative Agent, the Collateral Agent and the L/C Issuers are entitled to indemnification pursuant to the provisions of any Credit Document, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(ii) Second, to the payment of all other reasonable costs and expenses of such sale, collection or other realization including all costs, liabilities and advances made or incurred by the other Secured Parties in connection therewith, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(iii) Third, without duplication of amounts applied pursuant to clauses (i) and (ii) above, to the indefeasible payment in full in cash, pro rata, of interest and other

similar amounts constituting Obligations (other than principal, reimbursement obligations in respect of Letters of Credit and obligations to cash collateralize Letters of Credit), in each case equally and ratably in accordance with the respective amounts thereof then due and owing;

(iv) Fourth, to the payment in full in cash, pro rata, of principal amount of the Obligations (including reimbursement obligations in respect of Letters of Credit and obligations to cash collateralize Letters of Credit) and any premium thereon; and

(v) Fifth, the balance, if any, to the person lawfully entitled thereto (including the applicable Credit Party or its successors or assigns) or as a court of competent jurisdiction may direct.

11.14. Right to Cure.

(a) Notwithstanding anything to the contrary contained in Section 11.3(a), in the event that the Borrower fails to comply with the requirement of the covenant set forth in Section 10.9, after the beginning of the applicable fiscal quarter until the expiration of the fifteenth Business Day after the date on which the compliance certificate relating to Section 9.1 Financials with respect to the Test Period in which the covenant set forth in such Section is being measured are required to be delivered pursuant to Section 9.1 (the "**Cure Period**"), a direct or indirect parent entity of the Borrower or any other Person shall have the right to make a direct or indirect equity investment (in the form of cash common equity or otherwise in a form reasonably acceptable to the Administrative Agent) in the Borrower (the "**Cure Right**"), and upon receipt by the Borrower of the net cash proceeds pursuant to the exercise of the Cure Right (including through the capital contribution of any such net cash proceeds to the Borrower, the "**Cure Amount**"), the covenant set forth in such Section shall be recalculated, giving effect to the pro forma increase to Consolidated Adjusted EBITDA for such Test Period in an amount equal to such Cure Amount; provided that (i) such pro forma adjustment to Consolidated Adjusted EBITDA shall be given solely for the purpose of calculating the covenant set forth in such Section with respect to any Test Period that includes the fiscal quarter for which such Cure Right was exercised and not for any other purpose under any Credit Document, (ii) unless actually applied to Indebtedness, there shall be no pro forma reduction in Indebtedness with the proceeds of any Cure Right for determining compliance with Section 10.9 for the fiscal quarter in respect of which such Cure Right is exercised (either directly through prepayment or indirectly as a result of the netting of Unrestricted Cash for purposes of the definitions of Consolidated Total Debt) and (iii) subject to clause (ii), no other adjustment under any other financial definition shall be made as a result of the exercise of any Cure Right.

(b) If, after the exercise of the Cure Right and the recalculations pursuant to clause (a) above, the Borrower shall then be in compliance with the requirements of the covenant set forth in Section 10.9 during such Test Period (including for the purposes of Section 7), the Borrower shall be deemed to have satisfied the requirements of such covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Default or Event of Default under Section 11.3 that had occurred shall be deemed cured for purposes of this Agreement; provided that (i) in each Test Period there shall be at least two fiscal quarters for which no Cure Right is exercised, (ii) no more than five

Cure Rights may be exercised during the term of the Revolving Credit Facility and (iii) with respect to any exercise of the Cure Right, the Cure Amount shall be no greater than the amount required to cause the Borrower to be in compliance with the covenant set forth in Section 10.9.

(c) Neither the Administrative Agent nor any L/C Issuer shall exercise any right to accelerate the Obligations and none of the Administrative Agent, any L/C Issuer or any other Secured Party shall exercise any right to foreclose on or take possession of the Collateral or exercise any other remedy prior to the expiration of the Cure Period solely on the basis of an Event of Default having occurred and being continuing with respect to a failure to comply with the requirement of the covenant set forth in Section 10.9.

(d) In addition to the Cure Right, the Borrower will have the option to cure (the "**Cash Collateralization Cure**") a breach of the covenant set forth in Section 10.9, and neither the Administrative Agent nor any L/C Issuer shall exercise any right to accelerate the Obligations and none of the Administrative Agent, any L/C Issuer or any other Secured Party shall exercise any right to foreclose on or take possession of the Collateral or exercise any other remedy solely on the basis of an Event of Default having occurred and being continuing with respect to a failure to comply with the requirement of the covenant set forth in Section 10.9, on or prior to the day that is 7 Business Days after the date on which the compliance certificate relating to Section 9.1 Financials with respect to the Test Period in which the covenant set forth in such Section is being measured are required to be delivered pursuant to Section 9.1 by Cash Collateralizing at such time and until the next date on which the covenant set forth in Section 10.9 is tested and the Borrower is in compliance therewith (such period, the "**Cash Collateralization Period**") at least the maximum amount available to be drawn by a beneficiary (the "**L/C Maximum Amount**") of the outstanding Letters of Credit at such time (and throughout the Cash Collateralization Period) to result in the remaining L/C Maximum Amount of outstanding Letters of Credit that are not so Cash Collateralized at such time (and throughout the Cash Collateralization Period) to equal 50% or less of the L/C Commitments or amount available to be drawn under issued Letters of Credit (the "**Financial Covenant Cash Collateralization**") (e.g., if the L/C Maximum Amount of outstanding Letters of Credit at such time is $40.0 million (assuming the aggregate L/C Commitments are $75.0 million), the Cash Collateralization Cure would be equal to $2.51 million) (it being understood that (x) the L/C Issuers shall not be required to issue, continue or otherwise extend new credit in respect of Letters of Credit during any such 7 business day period prior to such Financial Covenant Cash Collateralization and (y) after such Financial Covenant Cash Collateralization and during the Cash Collateralization Period, the Financial Covenant Cash Collateralization requirement above shall be applicable to any Letters of Credit issued, continued or otherwise extended during such Cash Collateralization Period)). To the extent the Borrower utilizes the Cash Collateralization Cure, any amendments, consents, waivers or other modifications to the Revolving Credit Facility resulting directly or indirectly from a breach or potential breach of the Revolving Credit Facility Financial Covenant under the Revolving Credit Facility shall, to the extent favorable to Revolving Lenders, be added to this Agreement for the benefit of the L/C Issuers.

SECTION 12. The Agents.

12.1. Appointment.

(a) Each Secured Party (other than the Administrative Agent) hereby irrevocably designates and appoints the Administrative Agent as the agent of such Secured Party under this Agreement and the other Credit Documents and irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Credit Documents, together with such other powers as are reasonably incidental thereto. The provisions of this Section 12 (other than this Section 12.1 and Sections 12.9, 12.12 and 12.13 with respect to the Borrower) are solely for the benefit of the Agents and the other Secured Parties, and the Borrower shall not have any rights as a third party beneficiary of such provision. Notwithstanding any provision to the contrary elsewhere in this Agreement, no Agent shall have any duties or responsibilities, except those expressly set forth herein or in any other Credit Document, any fiduciary relationship with any other Secured Party or any agency or trust obligations with respect to any Credit Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Credit Document or otherwise exist against such Agent.

(b) The Secured Parties hereby irrevocably designate and appoint the Collateral Representative as the agent with respect to the Collateral, and each of the Secured Parties hereby irrevocably authorizes the Collateral Representative, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit Documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Representative by the terms of this Agreement, the Collateral Trust Agreement and the other Credit Documents, together with such other powers as are reasonably incidental thereto. In addition, the Secured Parties hereby irrevocably designate and appoint the Collateral Agent as an additional agent with respect to the Collateral, and each Secured Party hereby irrevocably authorizes the Collateral Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit 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 Credit Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Collateral Agent shall have no duties or responsibilities except those expressly set forth herein or in any other Credit Document, any fiduciary relationship with any of the other Secured Parties or any agency or trust obligations with respect to any Credit Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Credit Document or otherwise exist against the Collateral Agent.

12.2. Delegation of Duties. The Administrative Agent and the Collateral Agent may each execute any of its duties under this Agreement and the other Credit Documents by or through agents, sub-agents, employees or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Neither the Administrative Agent nor the Collateral Agent shall be responsible for the negligence or misconduct of any agents, sub-agents

or attorneys-in-fact selected by it in the absence of gross negligence or willful misconduct (as determined in the final judgment of a court of competent jurisdiction).

12.3. Exculpatory Provisions.

(a) No Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by any of them under or in connection with this Agreement or any other Credit Document (except for its or such Person's own gross negligence or willful misconduct, as determined in the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein) or (b) responsible in any manner to any of the L/C Issuers or any participant for any recitals, statements, representations or warranties made by the Borrower, any Guarantor, any other Credit Party or any officer thereof contained in this Agreement or any other Credit Document or in any certificate, report, statement or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any other Credit Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Credit Document, or the perfection or priority of any Lien or security interest created or purported to be created under the Security Documents, or for any failure of the Borrower, any Guarantor or any other Credit Party to perform its obligations hereunder or thereunder. No Agent shall be under any obligation to any other Secured Party to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Credit Document, or to inspect the properties, books or records of any Credit Party or any Affiliate thereof.

(b) Each L/C Issuer confirms to the Administrative Agent, the Collateral Agent, each other L/C Issuer and each of their respective Related Parties that it (i) possesses (individually or through its Related Parties) such knowledge and experience in financial and business matters that it is capable, without reliance on the Administrative Agent, the Collateral Agent, any other L/C Issuer or any of their respective Related Parties, of evaluating the merits and risks (including tax, legal, regulatory, credit, accounting and other financial matters) of (x) entering into this Agreement, (y) making extensions of credit hereunder and under the other Credit Documents and (z) in taking or not taking actions hereunder and thereunder, (ii) is financially able to bear such risks and (iii) has determined that entering into this Agreement and making extensions of credit hereunder and under the other Credit Documents is suitable and appropriate for it.

(c) Each L/C Issuer acknowledges that (i) it is solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Agreement and the other Credit Documents, (ii) that it has, independently and without reliance upon the Administrative Agent, the Collateral Agent, any other L/C Issuer or any of their respective Related Parties, made its own appraisal and investigation of all risks associated with, and its own credit analysis and decision to enter into, this Agreement based on such documents and information, as it has deemed appropriate and (iii) it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, any other L/C Issuer or any of their respective Related Parties, continue to be solely responsible for making its own appraisal and investigation of all risks arising under or in connection with, and its own credit analysis and decision to take or not take action under, this Agreement and the other Credit Documents based

on such documents and information as it shall from time to time deem appropriate, which may include, in each case:

(i) the financial condition, status and capitalization of the Borrower and each other Credit Party;

(ii) the legality, validity, effectiveness, adequacy or enforceability of this Agreement and each other Credit Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Credit Document;

(iii) determining compliance or non-compliance with any condition hereunder to the issuance of a Letter of Credit and the form and substance of all evidence delivered in connection with establishing the satisfaction of each such condition; and

(iv) the adequacy, accuracy and/or completeness of any information delivered by the Administrative Agent, the Collateral Agent, any other L/C Issuer or by any of their respective Related Parties under or in connection with this Agreement or any other Credit Document, the transactions contemplated hereby and thereby or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Credit Document.

(d) The Collateral Agent shall not be responsible for and makes no representation as to the existence, genuineness, value or protection of any Collateral, for the legality, effectiveness or sufficiency of any Security Document, or for the creation, perfection, priority, sufficiency or protection of any liens securing the Letters of Credit.

(e) For the avoidance of doubt, nothing herein shall require the Collateral Agent to file financing statements or continuation statements, or be responsible for maintaining the security interests purported to be created as described herein (except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder or under any other Credit Document) and such responsibility shall be solely that of the Credit Parties.

(f) Notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Collateral Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction, reasonable satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Collateral Agent, it is understood that in all cases the Collateral Agent shall be fully justified in failing or refusing to take any such action under this Agreement if it shall not have received such written instruction, advice or concurrence of the Administrative Agent, as it deems appropriate. This provision is intended solely for the benefit of the Collateral Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.

(g) In no event shall the Collateral Agent be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not

limited to, loss of profit) irrespective of whether the Collateral Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

12.4. Reliance by Agents. The Administrative Agent and the Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex, electronic mail, or teletype message, statement, order or other document or instruction believed by it in good faith 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 Borrower), independent accountants and other experts selected by the Administrative Agent or the Collateral Agent. The Administrative Agent may deem and treat the L/C Issuer specified in the Register with respect to any amount owing hereunder as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent and the Collateral Agent and shall be fully justified in failing or refusing to take any action under this Agreement or any other Credit Document unless it shall first receive such advice or concurrence of the Required L/C Issuers as it deems appropriate or it shall first be indemnified to its satisfaction by the L/C Issuers against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent and the Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Credit Documents in accordance with a request of the Required L/C Issuers, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the L/C Issuers and all future holders of the L/C Commitments; provided that none of the Administrative Agent or the Collateral Agent shall be required to take any action that, in its opinion or in the opinion of its counsel, may expose it to liability or that is contrary to any Credit Document or Applicable Law. For purposes of determining compliance with the conditions specified in Sections 6 and 7 on the Closing Date, each L/C Issuer that has signed or authorized the signing of this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a L/C Issuer unless the Administrative Agent shall have received notice from such L/C Issuer prior to the proposed Closing Date specifying its objection thereto.

12.5. Notice of Default. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless an officer of the Administrative Agent or the Collateral Agent having direct responsibility for the administration of this Agreement, as applicable, has received notice from a L/C Issuer or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." In the event that the Administrative Agent or the Collateral Agent receives such a notice, it shall give notice thereof to the L/C Issuers and the Collateral Representative and either the Administrative Agent or the Collateral Agent, as applicable. The Administrative Agent, the Collateral Agent and the Collateral Trustee shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required L/C Issuers; provided that unless and until the Administrative Agent, the Collateral Agent or the Collateral Trustee, as applicable, shall have received such directions, the Administrative Agent, the Collateral Agent or the Collateral Trustee, as applicable, may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as is within its authority to take under this Agreement and otherwise as it shall deem advisable in the best interests of the L/C Issuers except to the extent that this

Agreement requires that such action be taken only with the approval of the Required L/C Issuers or each of the L/C Issuers, as applicable.

12.6. Non-Reliance on Administrative Agent, Collateral Agent and Other L/C Issuers. Each L/C Issuer expressly acknowledges that none of the Administrative Agent, the Collateral Agent or any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent or the Collateral Agent hereinafter taken, including any review of the affairs of the Borrower, any Guarantor or any other Credit Party, shall be deemed to constitute any representation or warranty by the Administrative Agent, the Collateral Agent to any L/C Issuer. Each L/C Issuer represents to the Administrative Agent and the Collateral Agent that it has, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other L/C Issuer, 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, each Guarantor and each other Credit Party and made its own decision to issue its Letters of Credit hereunder and enter into this Agreement. Each L/C Issuer also represents that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other L/C Issuer, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Credit Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower, each Guarantor and each other Credit Party. Except for notices, reports and other documents expressly required to be furnished to the L/C Issuers by the Administrative Agent hereunder, none of the Administrative Agent or the Collateral Agent shall have any duty or responsibility to provide any L/C Issuer with any credit or other information concerning the business, assets, operations, properties, financial condition, prospects or creditworthiness of the Borrower, any Guarantor or any other Credit Party that may come into the possession of the Administrative Agent, the Collateral Agent or any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates.

12.7. Indemnification. The L/C Issuers agree to indemnify each Agent, in its capacity as such (to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably according to their respective portions of the L/C Commitments in effect on the date on which indemnification is sought (or, if indemnification is sought after the date upon which the L/C Commitments shall have terminated and all amounts payable hereunder shall have been paid in full, ratably in accordance with their respective portions of the L/C Commitments in effect immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time occur (including at any time following the payment of all amounts payable hereunder), be imposed on, incurred by or asserted against such Agent, including all fees, disbursements and other charges of counsel to the extent required to be reimbursed by the Credit Parties pursuant to Section 13.5, in any way relating to or arising out of the L/C Commitments, this Agreement, any of the other Credit Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing **(SUBJECT TO THE PROVISO BELOW, WHETHER OR NOT CAUSED BY OR**

ARISING IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE ORDINARY NEGLIGENCE OF THE INDEMNIFIED PERSON); provided that no L/C Issuer shall be liable to any Agent for the payment of 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 determined by a final judgment of a court of competent jurisdiction; provided, further, that no action taken in accordance with the directions of the Required L/C Issuers (or such other number or percentage of the L/C Issuers as shall be required by the Credit Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 12.7. In the case of any investigation, litigation or proceeding giving rise to any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time occur, be imposed upon, incurred by or asserted against the Administrative Agent or the Collateral Agent in any way relating to or arising out of the L/C Commitments, this Agreement, any of the other Credit Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent under or in connection with any of the foregoing (including at any time following the payment of all amounts payable hereunder), this Section 12.7 applies whether any such investigation, litigation or proceeding is brought by any L/C Issuer or any other Person. Without limitation of the foregoing, each L/C Issuer shall reimburse such Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including attorneys' fees) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice rendered in respect of rights or responsibilities under, this Agreement, any other Credit Document, or any document contemplated by or referred to herein, to the extent that such Agent is not reimbursed for such expenses by or on behalf of the Borrower; provided that such reimbursement by the L/C Issuers shall not affect the Borrower's continuing reimbursement obligations with respect thereto. If any indemnity furnished to any Agent for any purpose shall, in the opinion of such Agent, be insufficient or become impaired, such Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished; provided in no event shall this sentence require any L/C Issuer to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement in excess of such L/C Issuer's *pro rata* portion thereof; and provided further, this sentence shall not be deemed to require any L/C Issuer to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement resulting from such Agent's gross negligence or willful misconduct (as determined by a final judgment of court of competent jurisdiction). The agreements in this Section 12.7 shall survive the payment of all amounts payable hereunder and the resignation or removal of any Agent.

12.8. Agents in their Individual Capacities. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower, any Guarantor, and any other Credit Party as though such Agent were not an Agent hereunder and under the other Credit Documents. With respect to the extensions of credit made by it hereunder, the Administrative Agent shall have the same rights and powers under this Agreement and the other Credit Documents as any L/C Issuer and may exercise the same as though it were not Administrative Agent, and the terms "L/C Issuer" and "L/C Issuers" shall include the Administrative Agent in its individual capacity.

12.9. Successor Agents. Each of the Administrative Agent and Collateral Agent may resign at any time by notifying the other Agent, the L/C Issuers and the Borrower. Upon receipt of any such notice of resignation, the Required L/C Issuers shall have the right, subject to the consent of the Borrower (not to be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required L/C Issuers and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may (i) on behalf of the L/C Issuers, appoint a successor Agent meeting the qualifications set forth above (including receipt of the Borrower's consent) or (ii) petition a court of competent jurisdiction for the appointment of a successor; provided that if such Agent shall notify the Borrower and the L/C Issuers that no qualifying Person (including as a result of the absence of consent of the Borrower) has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (x) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of any of the Secured Parties under any of the Credit Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (y) all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each L/C Issuer directly, until such time as the Required L/C Issuers with (except after the occurrence and during the continuation of an Event of Default under Section 11.1 or 11.5) the consent of the Borrower (not to be unreasonably withheld) appoint successor Agents as provided for above in this paragraph. Upon the acceptance of a successor's appointment as the Administrative Agent or the Collateral Agent, as the case may be, hereunder, and upon the execution and filing or recording of such financing statements, or amendments thereto, and such amendments or supplements to the Mortgages, and such other instruments or notices, as may be necessary or desirable, or as the Required L/C Issuers may request, in order to continue the perfection of the Liens granted or purported to be granted by the Security Documents, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower (following the effectiveness of such appointment) to such Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Credit Documents, the provisions of this Section 12 (including Section 12.7) and Section 13.5 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as an Agent.

12.10. Withholding Tax. To the extent required by any Applicable Law, the Administrative Agent may withhold from any payment to any L/C Issuer an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any authority of the United States or any other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any L/C Issuer for any reason (including because the appropriate documentation was not delivered, was not properly executed, or because such L/C Issuer failed to notify the Administrative Agent of a change in circumstances that rendered the exemption from, or reduction of, withholding Tax ineffective, or for any other reason), such L/C Issuer shall indemnify the Administrative Agent (to the extent that the

Administrative Agent has not already been reimbursed by the Borrower (solely to the extent required by this Agreement) and without limiting the obligation of the Borrower to do so) fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including penalties and interest, together with all expenses incurred, including legal expenses, allocated staff costs and any out of pocket expenses. Each L/C Issuer hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such L/C Issuer under this Agreement, any other Credit Document or otherwise against any amount due to the Administrative Agent under this Section 12.10. The agreements in this Section 12.10 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder

12.11. Trust Indenture Act. In the event that Citibank, N.A., Barclays Bank PLC or any of their respective Affiliates shall be or become an indenture trustee under the Trust Indenture Act of 1939 (as amended, the "**Trust Indenture Act**") in respect of any securities issued or guaranteed by any Credit Party, each Credit Party and each L/C Issuer agrees that any payment or property received in satisfaction of or in respect of any Obligation of such Credit Party hereunder or under any other Credit Document by or on behalf of Citibank, N.A. or Barclays Bank PLC, in its capacity as the Collateral Agent or the Administrative Agent, as applicable, for the benefit of any L/C Issuer or Secured Party under any Credit Document (other than Citibank, N.A. or Barclays Bank PLC, as applicable, or an Affiliate of Citibank, N.A. or Barclays Bank PLC, as applicable) and which is applied in accordance with the Credit Documents shall be deemed to be exempt from the requirements of Section 311 of the Trust Indenture Act pursuant to Section 311(b)(3) of the Trust Indenture Act.

12.12. Collateral Trust Agreement; Intercreditor Agreements. Each of the Collateral Agent, the Collateral Trustee and the Administrative Agent is hereby authorized to enter into the Collateral Trust Agreement and any other intercreditor agreement contemplated hereby, and the parties hereto acknowledge that the Collateral Trust Agreement and any other intercreditor agreement to which the Collateral Agent, the Collateral Trustee and/or the Administrative Agent is a party are each binding upon them. Each L/C Issuer (a) hereby agrees that it will be bound by and will take no actions contrary to the provisions of the Collateral Trust Agreement and any such other intercreditor agreement and (b) hereby authorizes and instructs the Collateral Agent, the Collateral Trustee and the Administrative Agent to enter into any First Lien Intercreditor Agreement and any Junior Lien Intercreditor Agreement and to subject the Liens on the Collateral securing the Obligations to the provisions thereof. In addition, each L/C Issuer hereby authorizes the Collateral Agent, the Collateral Trustee and the Administrative Agent to enter into (i) any amendments to the Collateral Trust Agreement and (ii) any other intercreditor arrangements, in the case of clauses (i) and (ii) to the extent required to give effect to the establishment of intercreditor rights and privileges as contemplated and required by Section 10.2 of this Agreement.

12.13. Security Documents and Guarantee; Agents under Security Documents and Guarantee. (a) Each Secured Party hereby further authorizes the Administrative Agent or the Collateral Agent, as applicable, on behalf of and for the benefit of the Secured Parties, to be the agent for and representative of the Secured Parties with respect to the Guarantee, the Collateral and the Security Documents, as applicable. Subject to Section 13.1, without further written consent or authorization from any Secured Party, the Administrative Agent or the Collateral Agent, as applicable, may (or may otherwise instruct the Collateral Representative to) execute any documents or instruments necessary to (a) release any Lien on any property granted to or held by

the Administrative Agent, the Collateral Agent (acting at the direction of the First Lien Administrative Agent) or the Collateral Trustee (or any sub-agent thereof) under any Credit Document (i) upon the payment in full (or Cash Collateralization) of all Obligations (except contingent obligations in respect of which a claim has not yet been made) and the termination of the L/C Commitments, (ii) if the property subject to such Lien is sold or to be sold or transferred as part of or in connection with any sale or other transfer permitted hereunder and the other Credit Documents to a Person that is not a Credit Party or in connection with the designation of any Restricted Subsidiary as an Unrestricted Subsidiary or an Excluded Project Subsidiary in compliance with this Agreement, (iii) if the property subject to such Lien is owned by a Credit Party, upon the release of such Credit Party from its Guarantee otherwise in accordance with the Credit Documents, (iv) as and to the extent provided in the Security Documents, (v) if the property subject to such Lien constitutes Excluded Collateral or Excluded Stock and Stock Equivalents, or (vi) if approved, authorized or ratified in writing in accordance with Section 13.1; (b) release any Guarantor that is a Subsidiary from its obligations under the Guarantee if such Person ceases to be a Restricted Subsidiary (or otherwise becomes an Excluded Subsidiary) as a result of a transaction or designation permitted hereunder; provided, that the release of any Guarantor from its obligations under this Agreement, if such Guarantor becomes an Excluded Subsidiary of the type described in clause (b) of the definition thereof, shall only be permitted if such Guarantor becomes an Excluded Subsidiary of such type solely as a result of a permitted transaction with a Person that is not an Affiliate of Borrower (other than to the extent such Person becomes a non-Affiliate of Borrower as a result of such transaction) that is not solely for the purpose of releasing such Guarantor from its Guarantee; (c) subordinate any Lien on any property granted to or held by the Administrative Agent, the Collateral Agent or the Collateral Trustee under any Credit Document to the holder of any Lien permitted under clauses (d), (f) (to the extent representing a refinancing Lien in respect of Section 10.2(g)), (g), (s), (u), and (ff) of Section 10.2 and clause (o) of the definition of "Permitted Liens"; or (d) enter into subordination or intercreditor agreements with respect to Indebtedness to the extent the Administrative Agent, the Collateral Agent or the Collateral Trustee is otherwise contemplated herein as being a party to such intercreditor or subordination agreement, including the Collateral Trust Agreement.

(b) Right to Realize on Collateral and Enforce Guarantee. Anything contained in any of the Credit Documents to the contrary notwithstanding, the Borrower, the Agents and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Guarantee, it being understood and agreed that all powers, rights and remedies hereunder and under the Guarantee may be exercised solely by the Administrative Agent or Collateral Agent, on behalf of the Secured Parties in accordance with the terms hereof and thereof and all powers, rights and remedies under the Security Documents may be exercised solely by the Collateral Trustee and the Collateral Agent, in each case, on behalf of the Secured Parties, and (ii) in the event of a foreclosure by the Collateral Representative on any of the Collateral pursuant to a public or private sale or other disposition, the Collateral Representative or any Secured Party may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and each of the Collateral Trustee and the Collateral Agent, as agent for and representative of the Secured Parties (but not any L/C Issuer or L/C Issuers in its or their respective individual capacities unless the Required L/C Issuers shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply

any of the Obligations as a credit on account of the purchase price for any collateral payable by the Collateral Representative at such sale or other disposition.

12.14. Erroneous Payments.

(a) If the Administrative Agent notifies a L/C Issuer or Secured Party, or any Person who has received funds on behalf of a L/C Issuer or Secured Party (any such L/C Issuer, Secured Party or other recipient (other than a Credit Party), a "**Payment Recipient**") that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such L/C Issuer, Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such L/C Issuer or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error. If a Payment Recipient receives any payment, prepayment or repayment of principal, interest, fees, distribution or otherwise and does not receive a corresponding payment notice or payment advice, such payment, prepayment or repayment shall be presumed to be in error absent written confirmation from the Administrative Agent to the contrary.

(b) Each L/C Issuer or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such L/C Issuer or Secured Party under any Credit Document, or otherwise payable or distributable by the Administrative Agent to such L/C Issuer or Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(c) For so long as an Erroneous Payment (or portion thereof) has not been returned by any Payment Recipient who received such Erroneous Payment (or portion thereof) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**") to the Administrative Agent after demand therefor in accordance with immediately preceding clause (a), (i) the Administrative Agent may elect, in its sole discretion on written notice to such L/C Issuer or Secured Party, that all rights and claims of such L/C Issuer or Secured Party with respect to the Obligations owed to such Person up to the amount of the corresponding Erroneous Payment Return Deficiency in respect of such Erroneous Payment (the "**Corresponding Loan Amount**") shall

immediately vest in the Administrative Agent upon such election; after such election, the Administrative Agent (x) may reflect its ownership interest in Obligations owed to such person in a principal amount equal to the Corresponding Loan Amount in the Register, and (y) upon five business days' written notice to such L/C Issuer or Secured Party, may sell such Obligations owed to such person (or portion thereof) in respect of the Corresponding Loan Amount, and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by such L/C Issuer or Secured Party shall be reduced by the net proceeds of the sale of such Obligations owed to such person (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such L/C Issuer or Secured Party (and/or against any Payment Recipient that receives funds on its behalf), and (ii) each party hereto agrees that, except to the extent that the Administrative Agent has sold such Obligations owed to such person, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of such L/C Issuer or Secured Party with respect to the Erroneous Payment Return Deficiency. For the avoidance of doubt, no vesting or sale pursuant to the foregoing clause (i) will reduce the Commitments of any L/C Issuer and such Commitments shall remain available in accordance with the terms of this Agreement.

(d) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Credit Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Credit Party for the purpose of making such Erroneous Payment.

(e) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(f) Each party's obligations, agreements and waivers under this Section 12.14 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a L/C Issuer, the termination of the L/C Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Credit Document.

12.15. Certain ERISA Matters.

(a) Each L/C Issuer (x) represents and warrants, as of the date such Person became a L/C Issuer party hereto, to, and (y) covenants, from the date such Person became a party hereto to the date such Person ceases being a party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that at least one of the following is and will be true:

(i) such L/C Issuer is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plan Investors with respect

to such Person's entrance into, participation in, administration of and performance of the Letters of Credit or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 8414 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Person's entrance into, participation in, administration of and performance of the Letters of Credit or this Agreement,

(iii) (A) such Person is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Person to enter into, participate in, administer and perform this Agreement, (C) the entrance into, participation in, administration of and performance of the Letters of Credit or this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Person, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Person's entrance into, participation in, administration of and performance of the Letters of Credit or this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such L/C Issuer.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a L/C Issuer or (2) a L/C Issuer has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such L/C Issuer further (x) represents and warrants, as of the date such Person became a L/C Issuer party hereto, to, and (y) covenants, from the date such Person became a L/C Issuer party hereto to the date such Person ceases being a L/C Issuer party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Credit Party, that the Administrative Agent is not a fiduciary with respect to the assets of such L/C Issuer involved in such L/C Issuer's entrance into, participation in, administration of and performance of this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Documents or any documents related hereto or thereto).

SECTION 13. Miscellaneous.

13.1. Amendments, Waivers and Releases. Neither this Agreement nor any other Credit Document, nor any terms hereof or thereof, may be amended, supplemented or modified except in accordance with the provisions of this Section 13.1. The Required L/C Issuers may, or, with the written consent of the Required L/C Issuers, the Administrative Agent and/or the Collateral Agent may, from time to time, (a) enter into with the relevant Credit Party or Credit Parties written amendments, supplements or modifications hereto and to the other Credit Documents for the

purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the L/C Issuers or of the Credit Parties hereunder or thereunder or (b) waive in writing, on such terms and conditions as the Required L/C Issuers or the Administrative Agent and/or Collateral Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; provided, however, that each such waiver and each such amendment, supplement or modification shall be effective only in the specific instance and for the specific purpose for which given; and provided, further, that no such waiver and no such amendment, supplement or modification shall:

(i) reduce the stated rate, or forgive any portion, or extend the date for the payment, of any interest or Fee payable hereunder (other than as a result of waiving the applicability of any post-default increase in interest rates), or extend the final expiration date of any Letter of Credit beyond the L/C Termination Date, or increase the aggregate amount of the L/C Commitments of any L/C Issuer, in each case without the written consent of each L/C Issuer directly and adversely affected thereby; provided that, in each case for purposes of this clause (i), a waiver of any condition precedent in Section 6 or Section 7 of this Agreement, the waiver of any Default, Event of Default, default interest, mandatory reductions, any modification, waiver or amendment to the financial definitions or financial ratios or any component thereof or the waiver of any other covenant shall not constitute an increase of any L/C Commitment of a L/C Issuer, a reduction or forgiveness of any portion of the interest rates or the fees or premiums or a postponement of any date scheduled for the payment of principal or interest or an extension of the scheduled termination date of any L/C Commitment; or

(ii) amend, modify or waive any provision of this Section 13.1 or reduce the percentages specified in the definition of "Required L/C Issuers," consent to the assignment or transfer by the Borrower of its rights and obligations under any Credit Document to which it is a party (except as permitted pursuant to Section 10.3) or alter the order of application set forth in Section 11.13 hereof or Section 3.4 of the Collateral Trust Agreement, in each case without the written consent of each L/C Issuer directly and adversely affected thereby, or

(iii) amend, modify or waive any provision of Section 12 without the written consent of the then-current Administrative Agent and Collateral Agent or any other former or current Agent to whom Section 12 then applies in a manner that directly and adversely affects such Person, or

(iv) amend, modify or waive any provision of Section 3 with respect to any Letter of Credit in a manner that directly and adversely affects a L/C Issuer without the written consent of the such L/C Issuer,

(v) release all or substantially all of the value of the Guarantors under the Guarantee (except as expressly permitted by the Guarantee or this Agreement) or, subject to the Collateral Trust Agreement, release all or substantially all of the Collateral under the Security Documents (except as expressly permitted by the Security Documents or this Agreement), in either case without the prior written consent of each L/C Issuer; or

(vi) amend, modify or waive any provision of any Credit Document that would have the effect of subordinating (x) the Liens securing any of the Letters of Credit on all or substantially all of the Collateral to the Liens securing any other Indebtedness or other obligations or (y) any Letters of Credit in contractual right of payment to any other Indebtedness; provided, that any subordination expressly permitted by the Collateral Trust Agreement or other intercreditor agreement as permitted to be entered into under this Agreement or any other Credit Document shall not be restricted by subclauses (x) and (y) above.

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the affected L/C Issuers and shall be binding upon the Borrower, the applicable Credit Parties, such L/C Issuers, the Administrative Agent and all future holders of the affected Letters of Credit.

In the case of any waiver, the Borrower, the applicable Credit Parties, the L/C Issuers and the Administrative Agent shall be restored to their former positions and rights hereunder and under the other Credit Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing, it being understood that no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. In connection with the foregoing provisions, the Administrative Agent may, but shall have no obligations to, with the concurrence of any L/C Issuer, execute amendments, modifications, waivers or consents on behalf of such L/C Issuer.

The L/C Issuers hereby irrevocably agree that the Liens granted to the Collateral Representative by the Credit Parties on any Collateral shall be automatically released (and the Collateral Agent shall (acting at the direction of the First Lien Administrative Agent) instruct the Collateral Representative to release), subject to the Collateral Trust Agreement, (i) in full, upon the termination of commitments under this Agreement and the payment (or Cash Collateralization) of all Obligations hereunder (except for contingent obligations in respect of which a claim has not yet been made), (ii) upon the sale or other disposition of such Collateral (including as part of or in connection with any other sale or other disposition permitted hereunder) to any Person other than another Credit Party, to the extent such sale or other disposition is made in compliance with the terms of this Agreement (and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Credit Party upon its reasonable request without further inquiry), (iii) to the extent such Collateral is comprised of property leased to a Credit Party, upon termination or expiration of such lease, (iv) if the release of such Lien is approved, authorized or ratified in writing by the Required L/C Issuers (or such other percentage of the L/C Issuers whose consent may be required in accordance with this Section 13.1), (v) to the extent the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the Guarantee (in accordance with the following sentence), (vi) as required to effect any sale or other disposition of Collateral in connection with any exercise of remedies of the Collateral Representative pursuant to the Security Documents and/or (vii) if such assets constitute Excluded Collateral. Any such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Credit Parties in respect of) all interests retained by the Credit Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Credit Documents. Additionally, the

L/C Issuers hereby irrevocably agree that the Subsidiary Guarantors shall be automatically released from the Guarantee upon consummation of any transaction resulting in such Subsidiary ceasing to constitute a Restricted Subsidiary or upon becoming an Excluded Subsidiary; provided that the release of any Guarantor from its obligations under this Agreement, if such Guarantor becomes an Excluded Subsidiary of the type described in clause (b) of the definition thereof, shall only be permitted if such Guarantor becomes an Excluded Subsidiary of such type solely as a result of a permitted transaction with a Person that is not an Affiliate of Borrower (other than to the extent such Person becomes a non-Affiliate of Borrower as a result of such transaction) that is not solely for the purpose of releasing such Guarantor from its Guarantee. The L/C Issuers hereby authorize the Administrative Agent, the Collateral Agent and the Collateral Trustee, as applicable, and the Administrative Agent and the Collateral Agent agree to (and agree to instruct the Collateral Trustee to), execute and deliver any instruments, documents, and agreements necessary or desirable or reasonably requested by the Borrower to evidence and confirm the release of any Guarantor or Collateral pursuant to the foregoing provisions of this paragraph, all without the further consent or joinder of any L/C Issuer.

In addition, notwithstanding the foregoing, the Administrative Agent, the Collateral Agent, the relevant L/C Issuer(s) and the relevant Credit Parties may amend, supplement or modify any provision of Section 3 (or any defined term as used in such Section 3, or any underlying definition thereto as used in Section 3, or any underlying definition thereto as used in Section 3) to make technical, ministerial or operational changes (or any other amendments, supplements or modifications which impact such consenting L/C Issuer) without the consent of any other L/C Issuer so long as such amendments do not adversely affect such other L/C Issuers.

Notwithstanding anything in this Agreement (including, without limitation, this Section 13.1) or any other Credit Document to the contrary, (i) any provision of this Agreement or any other Credit Document (including, for the avoidance of doubt, any exhibit, schedule or other attachment to any Credit Document) may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent (or, if applicable, the Collateral Representative, at the direction of the Administrative Agent) to (x) cure any ambiguity, omission, mistake, defect or inconsistency (as reasonably determined by the Administrative Agent and the Borrower) and (y) effect administrative changes of a technical or immaterial nature (as reasonably determined by the Administrative Agent and the Borrower); (ii) guarantees, collateral documents and related documents executed by the Credit Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with any other Credit Document, entered into, amended, supplemented or waived, without the consent of any other Person, by the applicable Credit Party or Credit Parties and the Administrative Agent or the Collateral Agent (at the direction of the Administrative Agent) in its or their respective sole discretion if applicable (or the Collateral Representative, at the direction of the Administrative Agent), (A) to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties, (B) as required by local law or advice of counsel to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable requirements of law, (C) to cure ambiguities, omissions, mistakes or defects (as reasonably determined by the Administrative Agent and the Borrower) or to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Credit Documents or (D) to provide for the termination of the Collateral Trust

Agreement and related arrangements (including the continuation of the Liens securing the Obligations); and (iii) the Credit Parties, the Collateral Agent and Collateral Representative, without the consent of any other Secured Party, shall be permitted to enter into amendments and/or supplements to the Collateral Trust

Agreement and any Security Documents in order to (x) include customary provisions permitting the Collateral Representative to appoint sub-collateral agents or representatives to act with respect to Collateral matters thereunder in its stead and (y) expand the indemnification provisions contained therein to provide that holders of Additional First Lien Debt (as defined in the Collateral Trust Agreement) indemnify the Collateral Agent, in its capacity as Controlling First Lien Representative (as defined in the Collateral Trust Agreement) and/or the Collateral Trustee, on a pro rata basis with the L/C Issuers.

Notwithstanding anything in this Agreement or any Security Document to the contrary, the Administrative Agent may, in its sole discretion, grant extensions of time (and direct the Collateral Representative to grant such extensions) for the satisfaction of any of the requirements under Sections 9.11, 9.12 and 9.14 or any Security Documents in respect of any particular Collateral or any particular Subsidiary if it determines that the satisfaction thereof with respect to such Collateral or such Subsidiary cannot be accomplished without undue expense or unreasonable effort or due to factors beyond the control of the Borrower and the Restricted Subsidiaries by the time or times at which it would otherwise be required to be satisfied under this Agreement or any Security Document.

13.2. Notices. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Credit Document shall be in writing (including by facsimile or other electronic transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows: if to the Borrower, the Administrative Agent, the Collateral Agent or a L/C Issuer, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 13.2 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, three Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail, when delivered.

13.3. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent, the Collateral Agent, the Collateral Trustee or any L/C Issuer, any right, remedy, power or privilege hereunder or under the other Credit Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

13.4. Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Credit Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the issuance (or deemed issuance) of the Letters of Credit hereunder.

13.5. Payment of Expenses; Indemnification. The Borrower agrees, within thirty (30) days after written demand therefor (including documentation reasonably supporting such request), or, in the case of expenses of the type described in clause (a) below incurred prior to the Closing Date, on the Closing Date, (a) to pay or reimburse the Agents and the L/C Issuers and their permitted successors and assigns for all their reasonable documented and invoiced out-of-pocket costs and expenses incurred (i) in connection with the syndication, preparation, execution, delivery, negotiation and administration of this Agreement and the other Credit Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable and documented fees, disbursements and other charges of Cahill Gordon & Reindel LLP, and (ii) upon the occurrence and during the continuation of an Event of Default, in connection with the enforcement or preservation of any rights under this Agreement, the other Credit Documents and any such other documents, including the reasonable documented and invoiced out-of-pocket fees, disbursements and other charges of Advisors (limited, in the case of Advisors, as set forth in the definition thereof), (b) to pay, indemnify, and hold harmless each L/C Issuer and each Agent from, any and all recording and filing fees and (c) to pay, indemnify, and hold harmless each L/C Issuer and each Agent and their respective Affiliates, directors, officers, partners, employees and agents (other than, in each case, Excluded Affiliates) from and against any and all other liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including reasonable and documented out-of-pocket fees, disbursements and other charges of Advisors related to the Transactions or, with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Credit Documents and any such other documents, including, any of the foregoing relating to the violation of, noncompliance with or liability under, any Environmental Law (other than by such indemnified person or any of its Related Parties (other than trustees and advisors)) or to any actual or alleged presence, release or threatened release into the environment of Hazardous Materials attributable to the operations of the Borrower, any of the Borrower's Subsidiaries or any of the Real Estate (all the foregoing in this clause (c), collectively, the "**indemnified liabilities**") **(SUBJECT TO THE PROVISO BELOW, WHETHER OR NOT CAUSED BY OR ARISING IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE ORDINARY NEGLIGENCE OF THE INDEMNIFIED PERSON)**; provided that neither the Borrower nor any other Credit Party shall have any obligation hereunder to any Agent, any L/C Issuer or any of their respective Related Parties with respect to indemnified liabilities to the extent they result from (A) the gross negligence, bad faith or willful misconduct of such indemnified Person or any of its Related Parties as determined by a final non-appealable judgment of a court of competent jurisdiction, (B) a material breach of the obligations of such indemnified Person or any of its Related Parties under the Credit Documents as determined by a final non-appealable judgment of a court of competent jurisdiction, (C) disputes not involving an act or omission of the Borrower or any other Credit Party and that is brought by an indemnified Person against any other indemnified Person, other than any claims against any indemnified Person in its capacity or in fulfilling its role as an Agent or any similar role under the Letter of Credit Facility, (D) such indemnified Person's capacity as a financial advisor of the Borrower or its Subsidiaries in connection with the Transactions, (E) such indemnified Person's capacity as a co-investor in any potential acquisition of the Borrower or its

Subsidiaries or (F) any settlement effected without the Borrower's prior written consent, but if settled with the Borrower's prior written consent (not to be unreasonably withheld, delayed, conditioned or denied) or if there is a final non-appealable judgment against an indemnified Person in any such proceeding, the Borrower will indemnify and hold harmless such indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with this Section 13.5. All amounts payable under this Section 13.5 shall be paid within 30 days of receipt by the Borrower of an invoice relating thereto setting forth such expense in reasonable detail. The agreements in this Section 13.5 shall survive repayment of all amounts payable hereunder.

No Credit Party nor any indemnified Person or their respective Affiliates or the respective directors, officers, employees, advisors and agents of the foregoing shall have any liability for any special, punitive, indirect or consequential damages resulting from this Agreement or any other Credit Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date) (except, in the case of the Borrower's obligation hereunder to indemnify and hold harmless the indemnified Person, to the extent any indemnified Person is found liable for special, punitive, indirect or consequential damages to a third party). No Credit Party nor any indemnified Person or their respective Affiliates or the respective directors, officers, employees, advisors and agents of the foregoing shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby, except to the extent that such damages have resulted from the willful misconduct, bad faith or gross negligence of any indemnified Person or any of its Related Parties (as determined by a final non-appealable judgment of a court of competent jurisdiction). This Section 13.5 shall not apply to Taxes.

Each indemnified Person, by its acceptance of the benefits of this Section 13.5, agrees to refund and return any and all amounts paid by the Borrower (or on its behalf) to it if, pursuant to limitations on indemnification set forth in this Section 13.5, such indemnified Person was not entitled to receipt of such amounts.

13.6. Successors and Assigns; Participations and Assignments.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of a L/C Issuer that issues any Letter of Credit), except that (i) except as expressly permitted by Section 10.3, the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each L/C Issuer (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no L/C Issuer may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 13.6. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of a L/C Issuer that issues any Letter of Credit), Participants (to the extent provided in clause (c) of this Section 13.6), to the

extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Collateral Agent and the L/C Issuers and each other Person entitled to indemnification under Section 12.7) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in clause (b)(ii) below, any L/C Issuer may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its L/C Commitments) with the prior written consent (such consent not be unreasonably withheld or delayed; provided, that, if the Borrower shall have received a request for such consent and has not responded for a period of 15 Business Days, such consent shall be deemed to have been provided; it being understood that, without limitation, the Borrower shall have the right to withhold or delay its consent to any assignment if in order for such assignment to comply with Applicable Law, the Borrower would be required to obtain the consent of, or make any filing or registration with, any Governmental Authority) of: (A) the Borrower; provided that no consent of the Borrower shall be required for an assignment (1) to a L/C Issuer or an Affiliate of a L/C Issuer or (2) if a Specified Default has occurred and is continuing with respect to the Borrower, to any other assignee; and (B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for any assignment of to a L/C Issuer or an Affiliate of a L/C Issuer.

Notwithstanding the foregoing, no such assignment shall be made to (x) a natural person or (y) a Disqualified Institution, and any attempted assignment to a Disqualified Institution after the applicable Person became a Disqualified Institution shall be null and void. For the avoidance of doubt, (i) the Administrative Agent shall have no obligation with respect to, and shall bear no responsibility or liability for, the monitoring or enforcing of the list of Persons who are Disqualified Institutions (or any provisions relating thereto) at any time and (ii) the Administrative Agent may share a list of Persons who are Disqualified Institutions with any L/C Issuer upon request.

(ii) Assignments shall be subject to the following additional conditions:

(A) except (i) in the case of an assignment to a L/C Issuer or an Affiliate of a L/C Issuer or an assignment of the entire remaining amount of the assigning L/C Issuer's L/C Commitment or (ii) an assignment to a Federal Reserve Bank, the amount of the L/C Commitment of the assigning L/C Issuer subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000; provided that no such consent of the Borrower shall be required if a Specified Default has occurred and is continuing with respect to the Borrower; provided, further, that contemporaneous assignments to a single assignee made by Affiliates of L/C Issuers shall be aggregated for purposes of meeting the minimum assignment amount requirements stated above;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning L/C Issuer's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee in the amount of $3,500; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment; and

(D) the assignee, if it shall not be a L/C Issuer, shall deliver to the Administrative Agent an administrative questionnaire in a form approved by the Administrative Agent (the "**Administrative Questionnaire**").

(iii) Subject to acceptance and recording thereof pursuant to clause (b)(iv) of this Section 13.6, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a L/C Issuer under this Agreement, and the assigning L/C Issuer thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning L/C Issuer's rights and obligations under this Agreement, such L/C issuer shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.4, 5.2 and 12.3). Any assignment or transfer by a L/C Issuer of rights or obligations under this Agreement that does not comply with this Section 13.6 shall be treated for purposes of this Agreement as a sale by such L/C issuer of a participation in such rights and obligations in accordance with clause (c) of this Section 13.6 (other than attempted assignments or transfers to Disqualified Institutions, which shall be null and void as provided above).

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at the Administrative Agent's Office a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the name and address of the Recipients, and the amounts of and interest on the L/C Obligations owing to the Recipients pursuant to the terms hereof from time to time (the "**Register**"). Further, each Register shall contain the name and address of the Administrative Agent and the lending office through which each such Person acts under this Agreement. The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Collateral Agent and the L/C Issuers shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a L/C Issuer hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, the Collateral Agent and any L/C Issuer at any reasonable time and from time to time upon reasonable prior notice; provided, that no L/C Issuer shall, in such capacity, have access to, or otherwise be permitted to review any information in the Register other than information with respect to such L/C Issuer.

(v) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning L/C Issuer and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a L/C Issuer hereunder), the processing and recordation fee referred to in clause (b) of this Section 13.6 (unless

waived) and any written consent to such assignment required by clause (b) of this Section 13.6, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register.

(c) (i) Any L/C Issuer may, without the consent of the Borrower, the Administrative Agent or any other L/C Issuer, sell participations to one or more banks or other entities that are not Disqualified Institutions (each, a "**Participant**") (and any such attempted sales to Disqualified Institutions after such Person became a Disqualified Institution shall be null and void) in all or a portion of such L/C Issuer's rights and obligations under this Agreement (including all or a portion of its L/C Commitments); provided that (A) such L/C Issuer's obligations under this Agreement shall remain unchanged, (B) such L/C Issuer shall remain solely responsible to the other parties hereto for the performance of such obligations, and (C) the Borrower, the Administrative Agent and the other L/C Issuers shall continue to deal solely and directly with such L/C Issuer in connection with such L/C Issuer's rights and obligations under this Agreement. For the avoidance of doubt, the Administrative Agent shall have no obligation with respect to, and shall bear no responsibility or liability for, the monitoring or enforcing of the list of Disqualified Institutions with respect to the sales of participations at any time. Any agreement or instrument pursuant to which a L/C Issuer sells such a participation shall provide that such L/C Issuer shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Credit Document; provided that such agreement or instrument may provide that such L/C Issuer will not, without the consent of the Participant, agree to any consent, amendment, modification, supplement or waiver described in clause (i) of the second proviso of the first paragraph of Section 13.1 that directly and adversely affects such Participant. Subject to clause (c)(ii) of this Section 13.6, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.4 and 5.2 (it being understood that the documentation required under Section 5.2 shall be delivered to the participating L/C Issuer) to the same extent as if it were an L/C Issuer, and provided that such Participant agrees to be subject to the requirements of those Sections as though it were an L/C Issuer and had acquired its interest by assignment pursuant to clause (b) of this Section 13.6. To the extent permitted by Applicable Law, each Participant also shall be entitled to the benefits of Section 13.7(b) as though it were an L/C Issuer; provided such Participant shall be subject to Section 13.7(a) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Sections 3.4 and 5.2 than the applicable L/C Issuer would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent (which consent shall not be unreasonably withheld or delayed).

(iii) Each L/C Issuer that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Letters of Credit (or other rights or obligations) held by it (the "**Participant Register**"). The entries in the Participant Register shall be conclusive absent manifest error, and such L/C Issuer shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. no L/C Issuer shall have any obligation to disclose all or any portion of the Participant Register (including the identity

of any Participant or any information relating to a Participant's interest in any commitments, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or Section 1.163-5(b) of the United States Proposed Treasury Regulations (or any amended or successor version). This Section is intended such that the Letters of Credit are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code.

(d) Any L/C Issuer may, without the consent of the Borrower or the Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such L/C Issuer, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 13.6 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release such L/C Issuer from any of its obligations hereunder or substitute any such pledgee or assignee for such L/C Issuer as a party hereto.

(e) Subject to Section 13.16, the Borrower authorizes each L/C Issuer to disclose (other than to any Disqualified Institutions) to any Participant, secured creditor of such L/C Issuer or assignee (each, a "**Transferee**"), any prospective Transferee and any prospective direct or indirect contractual counterparties to any swap or derivative transactions to be entered into in connection with or relating to Letters of Credit issued hereunder any and all financial information in such L/C Issuer's possession concerning the Borrower and its Affiliates that has been delivered to such L/C Issuer by or on behalf of the Borrower and its Affiliates pursuant to this Agreement or that has been delivered to such L/C Issuer by or on behalf of the Borrower and its Affiliates in connection with such L/C Issuer's credit evaluation of the Borrower and its Affiliates prior to becoming a party to this Agreement.

(f) The words "execution," "signed," "signature," and words of like import in any Assignment and Acceptance shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

13.7. Adjustments; Set-off.

(a) Except as contemplated in Section 13.6 or elsewhere herein or in any other Credit Document, if any L/C Issuer (a "**Benefited L/C Issuer**") shall at any time receive any collateral in respect of its Obligations hereunder (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 11.5, or otherwise), in a greater proportion than any such Collateral received by any other L/C Issuer, if any, in respect of its Obligations hereunder, such Benefited L/C Issuer shall provide such other L/C Issuers with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefited L/C Issuer to share the benefits of such collateral or proceeds ratably with each of the

L/C Issuers; provided, however, that if all or any portion of such excess benefits is thereafter recovered from such Benefited L/C Issuer, such benefits shall be returned, to the extent of such recovery.

(b) After the occurrence and during the continuance of an Event of Default, in addition to any rights and remedies of the L/C Issuers provided by Applicable Law, each L/C Issuer shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by Applicable Law but with the prior written consent of the Administrative Agent, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final) (other than payroll, trust, tax, fiduciary, employee health and benefits, pension, 401(k) and petty cash accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such L/C Issuer or any branch or agency thereof to or for the credit or the account of the Borrower. Each L/C Issuer agrees promptly to notify the Borrower and the Administrative Agent after any such set-off and application made by such L/C Issuer; provided that the failure to give such notice shall not affect the validity of such setoff and application.

13.8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent. This Agreement, any Credit Document and each Communication, including Communications required to be in writing, may be in the form of an Electronic Record (as defined below) and may be executed using Electronic Signatures (as defined below). Each of the Credit Parties and each of the Secured Parties agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on such Person to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature will constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Secured Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is not under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has

agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Credit Party and/or any Secured Party without further verification and (ii) upon the request of the Administrative Agent or any Secured Party, any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

13.9. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating 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.

13.10. INTEGRATION. THIS WRITTEN AGREEMENT AND THE OTHER CREDIT DOCUMENTS REPRESENT THE FINAL AGREEMENT OF PARENT, THE BORROWER, THE COLLATERAL AGENT, THE ADMINISTRATIVE AGENT AND THE L/C ISSUERS WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND (1) THERE ARE NO PROMISES, UNDERTAKINGS, REPRESENTATIONS OR WARRANTIES BY THE BORROWER, THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT OR THE L/C ISSUERS RELATIVE TO SUBJECT MATTER HEREOF NOT EXPRESSLY SET FORTH OR REFERRED TO HEREIN OR IN THE OTHER CREDIT DOCUMENTS, (2) THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES AND (3) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES; PROVIDED THAT THE BORROWER'S CONFIDENTIALITY OBLIGATIONS IN THE ENGAGEMENT AND COMMITMENT LETTER SHALL REMAIN IN FULL FORCE AND EFFECT. IT IS SPECIFICALLY AGREED THAT THE PROVISION OF THE LETTER OF CREDIT FACILITY HEREUNDER BY THE L/C ISSUERS SUPERSEDES AND IS IN SATISFACTION OF THE OBLIGATIONS OF THE AGENTS (AS DEFINED IN THE ENGAGEMENT AND COMMITMENT LETTER) TO PROVIDE THE COMMITMENTS SET FORTH IN THE ENGAGEMENT AND COMMITMENT LETTER.

13.11. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WHETHER IN TORT, CONTRACT OR OTHERWISE AND WHETHER AT LAW OR IN EQUITY).

13.12. Submission to Jurisdiction; Waivers. Each party hereto irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Credit Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of

New York, in each case, in the City of New York, Borough of Manhattan and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address set forth on Schedule 13.2 at such other address of which the Administrative Agent shall have been notified pursuant to Section 13.2;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction;

(e) subject to the last paragraph of Section 13.5, waives, to the maximum extent not prohibited by Applicable Law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 13.12 any special, exemplary, punitive or consequential damages; and

(f) agrees that a final judgment in any 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 Applicable Law.

13.13. Acknowledgments. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Credit Documents;

(b) (i) the credit facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Credit Document) are an arm's-length commercial transaction between the Borrower, on the one hand, and the Administrative Agent, the L/C Issuers and the other Agents on the other hand, and the Borrower and the other Credit Parties are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated hereby and by the other Credit Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each of the Administrative Agent and the other Agents, is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary for any of the Borrower, any other Credit Parties or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) neither the Administrative Agent nor any other Agent has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrower or any other Credit Party with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Credit Document (irrespective of whether the Administrative Agent or any other Agent has advised or is currently advising the Borrower, the other Credit Parties or their respective Affiliates on other matters) and neither the Administrative Agent nor any other Agent has any obligation to the

Borrower, the other Credit Parties or their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Credit Documents; (iv) the Administrative Agent, each other Agent and each Affiliate of the foregoing may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent nor any other Agent has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) neither the Administrative Agent nor any other Agent has provided and none will provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Credit Document) and the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. The Borrower agrees not to claim that the Administrative Agent or any other Agent has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower or any other Affiliates, in connection with the transactions contemplated hereby or the process leading hereto.

(c) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the L/C Issuers or the Borrower, on the one hand, and any L/C Issuer, on the other hand.

13.14. WAIVERS OF JURY TRIAL. THE BORROWER, EACH AGENT AND EACH L/C ISSUER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

13.15. Confidentiality. The Administrative Agent, each L/C Issuer and each other Agent shall hold all non-public information furnished by or on behalf of the Borrower or any Subsidiary of the Borrower in connection with such L/C Issuer's evaluation of whether to enter into this Agreement and the other Credit Documents or obtained by such L/C Issuer, the Administrative Agent or such other Agent pursuant to the requirements of this Agreement or in connection with any amendment, supplement, modification or waiver or proposed amendment, supplement, modification or waiver hereto or the other Credit Documents ("**Confidential Information**"), confidential; provided that the Administrative Agent, each L/C Issuer and each other Agent may make disclosure (a) as required by the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by Applicable Law, regulation or compulsory legal process (in which case the Administrative Agent, such L/C Issuer or such other Agent shall use commercially reasonable efforts to inform the Borrower promptly thereof to the extent lawfully permitted to do so (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority)), (b) to such L/C Issuer's, the Administrative Agent's or such other Agent's attorneys, professional advisors, independent auditors, trustees or Affiliates involved in the Transactions (other than Excluded Affiliates) on a "need to know" basis and who are made aware of and agree to comply with the provisions of this Section 13.15, in each case on a confidential basis (with the Administrative Agent, such L/C Issuer or such other Agent responsible for such persons' compliance with this Section 13.15), (c) to the extent requested by any bank regulatory authority having jurisdiction over a L/C Issuer or its Affiliates (including in any audit or examination conducted by bank accountants or any self-

regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Credit Document or any action or proceeding relating to this Agreement or any other Credit Document or the enforcement of rights hereunder or thereunder, (f) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 13.15, or (y) becomes available to the Administrative Agent, any L/C Issuer or any of their respective branches or Affiliates on a nonconfidential basis from a source other than the Borrower who did not acquire such information as a result of a breach of this Section 13.15, (g) to the extent required by a potential or actual insurer or reinsurer in connection with providing insurance, reinsurance or credit risk mitigation coverage under which payments are to be made or may be made by reference to this Agreement or (h) as consented by the Borrower in writing. In addition, the Administrative Agent and the L/C Issuers may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent or any L/C Issuer in connection with the administration of this Agreement, the other Credit Documents and the L/C Commitments. Each L/C Issuer, the Administrative Agent and each other Agent agrees that it will not provide to prospective Transferees or to any pledgee referred to in Section 13.6 or to prospective direct, indirect contractual counterparties or any other counterparty to any swap, derivative transactions or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder any of the Confidential Information unless such Person is advised of and agrees to be bound by the provisions of this Section 13.15 or confidentiality provisions at least as restrictive as those set forth in this Section 13.15.

13.16. Direct Website Communications.

(a) The Borrower may, at its option, provide to the Administrative Agent any information, documents and other materials that they are obligated to furnish to the Administrative Agent pursuant to the Credit Documents, including, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (A) relates to a request for a new, or a conversion of an existing extension of credit, (B) provides notice of any Default or Event of Default under this Agreement, or (C) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any 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 reasonably acceptable to the Administrative Agent at the electronic mail address specified for the Administrative Agent in Schedule 13.2 (or such other electronic mail address provided by the Administrative Agent); provided that: (i) upon written request by the Administrative Agent or the Borrower shall deliver paper copies of such documents to the Administrative Agent for further distribution to each L/C Issuer until a written request to cease delivering paper copies is given by the Administrative Agent and (ii) the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Each L/C Issuer shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents. Nothing in this Section 13.16 shall prejudice the right of the Borrower, the Administrative Agent, any other Agent or any

L/C Issuer to give any notice or other communication pursuant to any Credit Document in any other manner specified in such Credit Document.

(b) 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 Credit Documents. Each L/C Issuer agrees 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 L/C Issuer for purposes of the Credit Documents. Each L/C Issuer agrees (A) to notify the Administrative Agent in writing (including by electronic communication) from time to time of such L/C Issuer's e-mail address to which the foregoing notice may be sent by electronic transmission and (B) that the foregoing notice may be sent to such e-mail address.

(c) The Borrower further agrees that the Agents may make the Communications available to the L/C Issuers by posting the Communications on Intralinks or a substantially similar electronic transmission system (the "**Platform**"), so long as the access to such Platform is limited (i) to the Agents, the L/C Issuers and any bona fide potential Transferee and (ii) remains subject the confidentiality requirements set forth in Section 13.16.

(d) 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 IN OR OMISSIONS FROM THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING 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 ANY AGENT PARTY IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. In no event shall any Agent or their Related Parties (collectively, the " **Agent Parties**" and each an "**Agent Party**") have any liability to the Borrower, any L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or any Agent's transmission of Communications through the internet, except to the extent the liability of any Agent Party resulted from such Agent Party's (or any of its Related Parties' (other than trustees or advisors)) gross negligence, bad faith or willful misconduct or material breach of the Credit Documents (as determined in a final non-appealable judgment of a court of competent jurisdiction).

13.17. USA PATRIOT Act. Each L/C Issuer hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Patriot Act**") and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies each Credit Party, which information includes the name and address of each Credit Party and other information that will allow such L/C Issuer to identify each Credit Party in accordance with the Patriot Act and the Beneficial Ownership Regulation.

13.18. Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to any Agent or any L/C Issuer, or any Agent or any L/C Issuer exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated,

declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such L/C Issuer in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by any Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

13.19. [Reserved].

13.20. [Reserved].

13.21. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subj ect to the write-down and conversion powers of the applicable 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 the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected 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 Affected 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 Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

13.22. Acknowledgement Regarding Any Supported QFCs. To the extent that the Credit Documents provide support, through a guarantee or otherwise, for any agreement or instrument that is a QFC (as defined below) (such support, "***QFC Credit Support***," and each such QFC, a "***Supported QFC***"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "***U.S. Special Resolution Regimes***") in respect of such

Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Credit Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity (as defined below) that is party to a Supported QFC (each, a "***Covered Party***") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate (as defined below) of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights (as defined below) under the Credit Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Credit Documents were governed by the laws of the United States or a state of the United States.

(b) As used in this Section 13.22, the following terms have the following meanings:

*"**BHC Act Affiliate**"* of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

*"**Covered Entity**"* shall mean any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

*"**Default Right**"* shall have the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

*"**QFC**"* shall have the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

13.23. Termination and Release. Notwithstanding anything herein to the contrary, the Borrower shall have the right at any time to terminate the L/C Commitments in full and Cash Collateralize all outstanding Letters of Credit under this Agreement. Subject to payment in full of any Unpaid Drawings, accrued and unpaid interest, fees and other amounts and all other Obligations hereunder, upon such termination and Cash Collateralization, (i) the covenants set forth in Sections 9 and 10 of this Agreement and the Events of Default set forth in Section 11 of this Agreement shall cease to be in effect, (ii) all Liens on any property granted to or held by the L/C Issuers, the Agents or the Collateral Trustee (or any sub-agent thereof) under any Credit Document (other than the Liens of any L/C Issuer on the Cash Collateral) shall be automatically

released and (iii) all Guarantors shall be automatically released from their obligations under the Guarantee and the other Credit Documents.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

TALEN ENERGY SUPPLY, LLC,
as the Borrower

By: /s/ Rajat Prakash
Name: Rajat Prakash
Title: Vice President and Treasurer

BARCLAYS BANK PLC, as Administrative Agent and L/C Issuer

By: /s/ Gideon Lapson

Name: Gideon Lapson

Title: Managing Director

[Signature Page to Letter of Credit Facility Agreement]

CITIBANK, N.A., as Collateral Agent

By: /s/ Edwin De La Cruz

Name: Edwin De La Cruz

Title: Senior Trust Officer

Exhibit 10.5

TALEN ENERGY SUPPLY, LLC,

as Issuer

INDENTURE

Dated as of May 12, 2023

WILMINGTON SAVINGS FUND SOCIETY, FSB

as Trustee

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INDENTURE, dated as of May 12, 2023, by and between Talen Energy Supply, LLC, a Delaware limited liability company, and Wilmington Savings Fund Society, FSB, as trustee (the "*Trustee*").

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders (as defined herein) of the Notes issued pursuant to this Indenture:

ARTICLE 1
DEFINITIONS

Section 1.01 Definitions.

For all purposes of this Indenture, the following terms shall have the respective meanings set forth in this Section. For purposes of any Additional Notes issued under this Indenture, the supplemental indenture in respect of such Additional Notes may include terms in addition to those contained in this Section 1.01.

"*144A Global Note*" means a Global Note substantially in the form of Exhibit A hereto, as applicable, bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depository or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Notes sold in reliance on Rule 144A.

"*Accounting Change*" has the meaning set forth in the definition of "GAAP."

"*Acquired EBITDA*" means, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary (any of the foregoing, a "*Pro Forma Entity*") for any period, the amount for such period of Consolidated Adjusted EBITDA of such *Pro Forma* Entity (determined using such definitions as if references to the Issuer and the Restricted Subsidiaries therein were to such *Pro Forma* Entity and its Restricted Subsidiaries), all as determined on a consolidated basis for such *Pro Forma* Entity in a manner not inconsistent with GAAP.

"*Acquired Entity or Business*" has the meaning set forth in the definition of the term "Consolidated Adjusted EBITDA".

"*Acquired Indebtedness*" means, with respect to any specified Person, (1) Indebtedness of any Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or merges or amalgamates with or into or consolidates or otherwise combines with the Issuer or any Restricted Subsidiary, (2) Indebtedness assumed in connection with the acquisition of assets from such Person, or (3) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person in each case whether or not incurred by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary or such acquisition; *provided*, *however*, that any Indebtedness of such acquired Person or in respect of such acquired assets that is redeemed, defeased, retired or otherwise repaid at the time of or immediately upon consummation of the transactions by which such Person merges with or into or becomes a Subsidiary of such Person or such assets in respect of such assumed debt are acquired shall not be considered to be Acquired Indebtedness.

"*Additional First Lien Debt*" means additional Indebtedness incurred by the Issuer or any other Grantor after the Completion Date that is permitted to be so incurred and secured by this Indenture, the Exit Facilities Credit Agreement and all other then extant First Lien Documents and is designated as First Lien Debt in accordance with the terms of the Collateral Trust Agreement.

"*Additional Indebtedness*" means Indebtedness of the Issuer for borrowed money (excluding indebtedness under the Exit Facilities Credit Agreement) under any debt securities or term loans broadly syndicated to institutional investors in a principal amount in excess of the greater of (a) $160.0 million and (b) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis) at the time of incurrence or issuance, in each case at any time outstanding.

"*Additional Notes*" means additional Notes (other than the Initial Notes) issued from time to time under this Indenture in accordance with Section 2.07 hereof.

"*Affiliate*" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means 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 or by contract; *provided that* Beneficial Ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"*Agent*" means any Registrar, co-registrar, Paying Agent or additional paying agent. "*Applicable Law*" means, as to any Person, any ordinance, law, treaty, rule or regulation or any determination, ruling or other directive by and from an arbitrator or a court or other Governmental Authority, in each case, applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property is subject.

"*Applicable Procedures*" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depository that apply to such transfer or exchange.

"*Attributable Debt*" means, in respect of a sale and leaseback transaction, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; *provided*, *however*, that if such sale and leaseback transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capitalized Lease Obligation."

"*Authorized Officer*" means, with respect to (i) delivering an Officer's Certificate pursuant to this Indenture, the chief executive officer, the president, the chief financial officer, the treasurer, any assistant treasurer, the general counsel, the principal accounting officer or any other person of the Issuer having substantially the same responsibilities as the aforementioned officers, and (ii) any other matter in connection with this Indenture, the chief executive officer, the chief financial officer, the treasurer, any assistant treasurer, the general counsel or a responsible financial or accounting officer of the Issuer.

"*Bankruptcy Court*" has the meaning set forth in the definition of "Case."

"*Bankruptcy Law*" means Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq., as amended from time to time, or any similar federal, state or foreign bankruptcy, insolvency, reorganization, receivership or similar law.

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act as of the Issue Date. The terms "Beneficially Owns", "Beneficially Owned" and "Beneficial Ownership" have a corresponding meaning.

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the board of directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Business Day*" means each day other than a Saturday, a Sunday or a day on which banking institutions in New York City (and, with respect to payments, in the place of payment) are authorized or required by law to remain closed.

"*Capital Lease*" means, as applied to the Issuer and the Restricted Subsidiaries, any lease of any property (whether real, personal or mixed) by the Issuer or any Restricted Subsidiary as lessee that, in conformity with GAAP, is, or is required to be, accounted for as a capital lease on the balance sheet of the Issuer; *provided*, *however*, that notwithstanding anything to the contrary in this Indenture or in any other Note Document, (i) notwithstanding any change in GAAP after December 31, 2018 that would require lease obligations that would be treated as operating leases as of December 31, 2018 to be classified and accounted for as Capital Leases or finance leases or otherwise reflected on the Issuer's consolidated balance sheet, such obligations shall continue to be excluded from the definition of "Indebtedness" and (ii) any lease that would have been considered an operating lease under GAAP in effect as of December 31, 2018 shall be treated as

an operating lease for all purposes under this Indenture and the other Note Documents, and obligations in respect thereof shall be excluded from the definition of "Indebtedness".

"*Capital Stock*" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"*Capitalized Lease Obligations*" means, as applied to the Issuer and the Restricted Subsidiaries at the time any determination is to be made, the amount of the liability in respect of a Capital Lease that would at such time be required to be capitalized and reflected as a liability on the balance sheet (excluding the footnotes thereto) of the Issuer in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such Capital Lease prior to the first date upon which such Capital Lease may be prepaid by the lessee without payment of a penalty; *provided*, *however*, that notwithstanding anything to the contrary in this Indenture or in any other Note Document, (i) notwithstanding any change in GAAP after December 31, 2018 that would require lease obligations that would be treated as operating leases as of December 31, 2018 to be classified and accounted for as Capital Leases or finance leases or otherwise reflected on the Issuer's consolidated balance sheet, such obligations shall continue to be excluded from the definition of "Indebtedness" and (ii) any lease that would have been considered an operating lease under GAAP in effect as of December 31, 2018 shall be treated as an operating lease for all purposes under this Indenture and the other Note Documents, and obligations in respect thereof shall be excluded from the definition of "Indebtedness".

"*Case*" means the voluntary cases commenced on May 9, 2022 under Chapter 11 of Title 11 of the United States Code, in the United States Bankruptcy Court for the Southern District of Texas (Houston Division) (the "*Bankruptcy Court*"), which, together with the voluntary case of Talen Energy Corporation, filed on December 10, 2022, are jointly administered under Case No. 22-90054.

"*Cash Equivalents*" means:

(1) U.S. dollars, Canadian dollars, Euros or, in the case of any Foreign Subsidiary, any local currencies held by it from time to time;

(2) securities issued or unconditionally guaranteed by the United States government or any agency or instrumentality thereof, in each case having maturities and/or reset dates of not more than 24 months from the date of acquisition thereof;

(3) securities issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof or any political subdivision of any such state or any public instrumentality thereof having maturities of not more than 24 months from the date of acquisition thereof and, at the time of acquisition, having an investment grade rating generally obtainable from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, then from another nationally recognized rating service);

(4) commercial paper or variable or fixed rate notes maturing no more than 12 months after the date of creation thereof and, at the time of acquisition, having a rating of at least A-3 or P-3 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(5) time deposits with, or domestic and eurodollar certificates of deposit or bankers' acceptances maturing no more than two years after the date of acquisition thereof issued by, the administrative agent under the Exit Facilities Credit Agreement (or any Affiliate thereof), any lender or any other bank having combined capital and surplus of not less than $500,000,000 in the case of domestic banks and $100,000,000 (or the dollar equivalent thereof) in the case of foreign banks;

(6) repurchase agreements with a term of not more than 90 days for underlying securities of the type described in clauses (2), (3) and (5) above entered into with any bank meeting the qualifications specified in clause (5) above or securities dealers of recognized national standing;

(7) marketable short-term money market and similar funds (x) either having assets in excess of $500,000,000 or (y) having a rating of at least A-3 or P-3 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(8) shares of investment companies that are registered under the Investment Company Act of 1940, as amended, and substantially all the investments of which are one or more of the types of securities described in clauses (1) through (7) above;

(9) any hedging agreement that is entered into by and between the Issuer or any Restricted Subsidiary and any hedge bank (including any netting, set-off or netting rights thereunder); and

(10) in the case of Investments by any Foreign Subsidiary or Investments made in a country outside the United States of America, other customarily utilized high-quality Investments in the country where such Foreign Subsidiary is located or in which such Investment is made.

"*Cash Management Agreement*" shall mean any agreement or arrangement to provide Cash Management Services.

"*Cash Management Obligations*" shall mean obligations owed by the Issuer or any Restricted Subsidiary in connection with, or in respect of, any Cash Management Services or under any Cash Management Agreement.

"*Cash Management Services*" shall mean treasury, depository, overdraft, credit or debit card, purchase card, electronic funds transfer (including automated clearing house fund transfer services), merchant services (other than those constituting a line of credit) and other cash management services.

"*Change of Control*" means the occurrence of any of the following after the Issue Date:

(1) the Issuer becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Issue Date), other than one or more Permitted Holders or a parent entity, that is or becomes the Beneficial Owner of more than 50% of the total voting power of the Voting Stock of the Issuer; *provided that* (x) so long as the Issuer is a Subsidiary of any parent entity, no person shall be deemed to be or become a Beneficial Owner of more than 50% of the total voting power of the Voting Stock of the Issuer unless such person shall be or become a Beneficial Owner of more than 50% of the total voting power of the Voting Stock of such parent entity (other than a parent entity that is a Subsidiary of another parent entity), (y) any Voting Stock of which any Permitted Holder is the Beneficial Owner shall not in any case be included in any Voting Stock of which any such person is the Beneficial Owner and (z) any Voting Stock of which any employee benefit plan of the Issuer or any of its Subsidiaries, or any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of such plan, is the Beneficial Owner shall not in any case be included in any Voting Stock of which any such person is the Beneficial Owner; or

(2) the sale or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries, taken as a whole, to a Person (other than the Issuer or any of its Restricted Subsidiaries or one or more Permitted Holders) and any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Issue Date), other than one or more

Permitted Holders or any parent entity, is or becomes the Beneficial Owner of more than 50% of the total voting power of the Voting Stock of the transferee person in such sale or transfer of assets, as the case may be; *provided that* (x) so long as the Issuer is a Subsidiary of any parent entity, no person shall be deemed to be or become a Beneficial Owner of more than 50% of the total voting power of the Voting Stock of the Issuer unless such person shall be or become a Beneficial Owner of more than 50% of the total voting power of the Voting Stock of such parent entity (other than a parent entity that is a Subsidiary of another parent entity), (y) any Voting Stock of which any Permitted Holder is the Beneficial Owner shall not in any case be included in any Voting Stock of which any such person is the Beneficial Owner and (z) any Voting Stock of which any employee benefit plan of the Issuer or any of its Subsidiaries, or any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of such plan, is the Beneficial Owner shall not in any case be included in any Voting Stock of which any such person is the Beneficial Owner.

For the avoidance of doubt, for purposes of this definition, (i) a merger or consolidation of a Subsidiary of the Issuer into another Subsidiary of the Issuer or (ii) other than, for the avoidance of doubt, a sale of Susquehanna, a sale of a Subsidiary of the Issuer to another person in a transaction permitted pursuant to the terms of this Indenture will not be deemed to be a Change of Control.

Notwithstanding the preceding or any provision of Rule 13d-3 or 13d-5 of the Exchange Act, (i) a person or group shall not be deemed to Beneficially Own Voting Stock subject to an equity or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Voting Stock in connection with the transactions contemplated by such agreement, (ii) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of the Issuer owned, directly or indirectly, by any Permitted Holders that are part of such group shall be treated as beneficially owned by such Permitted Holders and shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred, (iii) a person or group will not be deemed to Beneficially Own the Voting Stock of another person as a result of its ownership of Voting Stock or other securities of such other person's parent entity (or related contractual rights) unless it owns more than 50% of the total voting power of the Voting Stock entitled to vote for the election of directors of such parent entity having a majority of the aggregate votes on the board of directors (or similar body) of such parent entity and (iv) the right to acquire Voting Stock (so long as such person does not have the right to direct the voting of the Voting Stock subject to such right) or any veto power in connection with the acquisition or disposition of Voting Stock will not cause a party to be a Beneficial Owner.

Notwithstanding the foregoing, a Change of Control shall not occur (a) in connection with the consummation of any of the Transactions, any Permitted Reorganization Transaction, any IPO Reorganization Transaction or any Permitted Spin-Out Transaction, (b) as a result of the IPOCo Transactions, a Qualified IPO and any transactions relating thereto, including, without limitation, (i) the contribution of the Capital Stock of the Issuer to IPO Listco or (ii) any

transaction in which the Issuer remains a subsidiary of IPO Listco but one or more intermediate holding companies between the Issuer and IPO Listco are added, liquidated, merged or consolidated out of existence or (c) if the Issuer becomes a direct or indirect wholly owned Subsidiary of a direct or indirect parent entity and immediately following that transaction no person (other than a direct or indirect parent entity satisfying the requirements of this sentence or one or more Permitted Holders) is the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of such direct or indirect parent entity (or its general partner, if applicable). No Change of Control will be deemed to have occurred unless and until such Change of Control has actually been consummated.

"*Change of Control Triggering Event*" means the occurrence of both a Change of Control and a Rating Decline.

"*Clearstream*" means Clearstream Banking S.A., Luxembourg, and any successor thereto.

"*Collateral*" means all the assets and properties subject to the Liens created by the Note Security Documents (excluding, for the avoidance of doubt, all Excluded Collateral).

"*Collateral Trust Agreement*" means the Collateral Trust Agreement to be dated on or about the Effective Date among the Issuer, the other Grantors party thereto, the Trustee as the Senior Notes Representative (as defined in the Collateral Trust Agreement), the Exit Facilities Collateral Agent as Senior Credit Agreement Representative (as defined in the Collateral Trust Agreement), and Citibank, N.A. as Collateral Trustee and each First Lien Representative party thereto from time to time, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

"*Collateral Trustee*" means Citibank, N.A. and any of its successors in such capacity as collateral trustee under the Collateral Trust Agreement.

"*Commodity Hedging Agreement*" means any agreement, whether financial or physical, (including each transaction or confirmation entered into pursuant to any Master Agreement) providing for one or more swaps, caps, collars, puts, calls, floors, futures, options, spots, forwards, energy, capacity or generation agreements, agreements involving ancillary services or other attributes with an economic value, tolling or sale agreements (including, without limitation, power purchase agreements and heat rate call options), fuel or other feedstock purchase, storage or sale agreements, emissions or other environmental credit purchase or sales agreements, power transmission agreements, fuel or other feedstock transportation agreements, fuel or other feedstock storage agreements, netting agreements, commercial or trading agreements, in each case with respect to, or involving, the purchase, processing, transmission, distribution, sale, exchange, lease, finance, or hedge of any Covered Commodity, price or price indices for any such Covered Commodity, or any other similar agreements (including, without limitation, derivative agreements or arrangements) entered into with respect to the sale or exchange of (or the option to purchase, sell or exchange) transmission, transportation, storage, distribution, processing, lease, or finance, or to manage fluctuations in the price or availability of any Covered Commodity or otherwise hedge or mitigate commercial risk or exposure in connection with any

Covered Commodity, and any agreement (including any guarantee, credit sleeve, or similar arrangement) providing for credit support for the foregoing; and, in each case, whether bilateral, over-the-counter, on or through an exchange or other execution facility, on or through a system, platform or portal operated by an ISO or RTO, cleared through a clearing house, clearing organization or clearing agency, or otherwise.

"*Completion Date*" means the date of the Escrow Release, which shall occur promptly following the receipt by the Escrow Agent and the Trustee of the Escrow Release Officer's Certificate.

"*Completion Date Rights Offering*" means the rights offering of shares of new common stock of the Issuer to be issued pursuant to the Plan.

"*Confirmation Order*" means the order entered by the U.S. Bankruptcy Court for the Southern District of Texas (Houston Division) on December 20, 2022 at Docket No. 1760 confirming the Plan as in effect on the date of the Offering Circular, together with any amendments, supplements or modifications thereto (Docket No. 1206).

"*Consolidated Adjusted EBITDA*" means, for any period, Consolidated Net Income of the Issuer for such period, adjusted by: (A) adding thereto (in each case, to the extent deducted in determining Consolidated Net Income of the Issuer for such period (other than with respect to clauses (7), (12) and (18))), without duplication, the amount of:

(1) total interest expense (inclusive of amortization of premiums, deferred financing fees and other original issue discount and banking fees, charges and commissions (e.g., letter of credit fees and commitment fees, non-cash interest payments, the interest component of Capitalized Lease Obligations, net payments, if any, pursuant to interest rate protection agreements with respect to Indebtedness, the interest component of any pension or other post-employment benefit expense)) of the Issuer and its Restricted Subsidiaries determined on a consolidated basis for such period;

(2) (x) provision for taxes based on income, profits or capital and such federal, foreign, state, local, withholding taxes and franchise, state single business unitary and similar taxes and excise taxes paid or accrued during such period (including, in each case, in respect of repatriated funds and any penalties and interest related to such taxes) for the Issuer and its Restricted Subsidiaries determined on a consolidated basis for such period and (y) the dollar amount of production tax credits generated by or otherwise available to the Issuer and its Restricted Subsidiaries for such period;

(3) all depreciation and amortization expense of the Issuer and its Restricted Subsidiaries determined on a consolidated basis for such period, including but not limited to amortization or impairment of intangibles (including, but not limited to goodwill), non- cash write offs of debt discounts and debt issuances, non-cash costs and commissions, non- cash discounts and other non-cash fees and charges with respect to Indebtedness and Hedging Obligations;

(4) extraordinary, unusual or non-recurring charges, or expenses or losses (including unusual or non-recurring expenses) of the Issuer and its Restricted Subsidiaries during such period including, without limitation, costs of and payments of legal settlements, fines, judgments or orders;

(5) the amount of all other non-cash charges, losses or expenses (including non- cash employee and officer equity compensation expense (including stock and stock options), and expenses related to employee retention plans, employee benefit or management compensation plans, or asset write-offs, write-ups or write-downs) of the Issuer and its Restricted Subsidiaries determined on a consolidated basis for such period (but excluding any additions to bad debt reserves or bad debt expense and any non-cash charge to the extent it represents amortization of a prepaid cash item that was paid in a prior period);

(6) cash restructuring costs, charges or reserves, including any restructuring costs and integration costs incurred in connection with the Transactions, any Permitted Reorganization Transaction, any Permitted Spin-Out Transaction, acquisitions or dispositions or other Specified Transactions, and such costs related to the closure and/or consolidation of facilities or plants, retention charges, contract termination costs, recruiting, relocation, severance and signing bonuses and expenses, transaction fees and expenses (including professional and underwriting fees), and consulting fees and any one-time expenses relating to enhanced accounting function, costs incurred in connection with any non-recurring strategic initiatives, costs incurred in connection with acquisitions and non-recurring intellectual property development after the Issue Date, other business optimization expenses (including costs and expenses relating to business optimization programs and new systems design and implementation costs), Public Company Costs, costs related to the implementation of operational and reporting systems and technology initiatives, project start-up costs or any other costs incurred in connection with any of the foregoing;

(7) the amount of expected cost savings, operating expense reductions and synergies projected by the Issuer in good faith to be realizable in connection with specified actions (including, to the extent applicable, resulting from the Transactions), operating improvements, restructurings, cost saving initiatives and other similar initiatives (calculated on a *Pro Forma* Basis as though such cost savings, operating expense reductions, synergies, operating improvements, restructurings and cost savings initiatives had been realized on the first day of such period and as if such cost savings, operating expense reductions, synergies, operating improvements, restructurings, cost savings initiatives and other similar initiatives were realized during the entirety of such period), net of the amount of actual benefits realized during such period from such actions; *provided* that no cost savings, operating expense reductions or synergies shall be added pursuant to this clause (7) to the extent duplicative of any expenses or charges otherwise added to Consolidated Adjusted EBITDA, whether through a *pro forma* adjustment or otherwise, for such period; *provided*, *further*, that amounts added back pursuant to this clause (7) shall not account for more than 30% of Consolidated Adjusted

EBITDA in any period (calculated before giving effect to any such add-backs and adjustments);

(8) costs, charges, accruals, reserves or expenses, including, retention charges, contract termination costs, recruiting, relocation, severance and signing bonuses and expenses, transaction fees and expenses (including professional and underwriting fees), consulting fees, modifications to pension and post-retirement employee benefit plans and any one-time expenses relating to enhanced accounting function, costs incurred in connection with any non-recurring strategic initiatives, costs incurred in connection with acquisitions and non-recurring intellectual property development after the Issue Date, other business optimization expenses (including software development costs, transition costs and costs related to the closure or consolidation of facilities or plants and curtailments, costs related to entry into new markets, new systems design and implementation costs and project start-up costs) or any other costs incurred in connection with any of the foregoing;

(9) other accruals, up-front fees, transaction costs, commissions, expenses, premiums or charges related to the Transactions including fees, costs and expenses of any counsel, consultants or other advisors; any Equity Offering, permitted investment, acquisition, disposition, recapitalization or incurrence, repayment, amendment or modification of Indebtedness (whether or not successful, and including costs and expenses of any administrative agent and lenders that are reimbursed) and up-front or financing fees, transaction costs, commissions, expenses, premiums or charges related to the Transactions and any non-recurring merger or business acquisition transaction costs incurred during such period (in each case whether or not successful);

(10) adjustments of the nature used in connection with the calculation of "Adjusted EBITDA" (or similar *pro forma* non-GAAP measures) as set forth in the section entitled "Summary—Summary Historical Consolidated Financial Data and Certain Prospective Financial Information" in the Offering Circular to the extent adjustments of such nature continue to be applicable during the period in which Consolidated Adjusted EBITDA is being calculated;

(11) expenses to the extent covered by contractual indemnification, insurance or refunding provisions in favor of the Issuer or any of its Restricted Subsidiaries and actually paid by such third parties, or, so long as Issuer has made a determination that a reasonable basis exists for payment and only to the extent that such amount is in fact paid within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so paid within such 365 days);

(12) to the extent covered by business interruption insurance and actually reimbursed or otherwise paid, expenses or losses relating to business interruption or any expenses or losses that are covered by indemnification or other reimbursement provisions in connection with any Investment, acquisition or any sale, conveyance, transfer or other disposition of assets, in each case, permitted under this Agreement, so long as the Issuer has made a determination that a reasonable basis exists for indemnification or

reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days);

(13) losses on sales or dispositions of assets outside the ordinary course of business (including, without limitation, asset retirement costs);

(14) effects of adjustments in the consolidated financial statements of the Issuer pursuant to GAAP (including, without limitation, in the inventory, property and equipment, goodwill, software, intangible assets, in-process research and development, deferred revenue and debt line items thereof) resulting from the application of recapitalization accounting or purchase accounting, as the case may be, in relation to the Transactions, any Permitted Reorganization Transaction, any Permitted Spin-Out Transaction or any acquisition or the amortization or write-off of any amounts thereof;

(15) adjustments on upfront premiums received or paid by the Issuer and its Restricted Subsidiaries for financial options in periods other than the strike periods;

(16) losses (reduced by any gains) attributable to the movement of the mark-to- market valuation of obligations under hedging agreements or other derivative instruments pursuant to FASB Accounting Standards Codification No. 815 — Derivatives and Hedging;

(17) Expenses Relating to a Unit Outage (if positive); *provided* that the only Expenses Relating to a Unit Outage that may be included as Consolidated Adjusted EBITDA shall be, without duplication, (A) up to $115.0 million per fiscal year of Expenses Relating to a Unit Outage incurred within the first 12 months of any planned or unplanned outage or Operations Failure of any Unit by reason of any action by any regulatory body or other Governmental Authority or to comply with any Applicable Law and (B) up to $70.0 million per fiscal year of Expenses Relating to a Unit Outage incurred within the first 12 months of any planned outage of any Unit for purposes of expanding or upgrading such Unit; and

(18) the proceeds of any business interruption insurance (to the extent not included in Consolidated Net Income for such period) and, without duplication of such amounts, all EBITDA Lost as a Result of a Unit Outage and all EBITDA Lost as a Result of a Grid Outage less, in all such cases, the absolute value of Expenses Relating to a Unit Outage (if negative); *provided* that the amount calculated pursuant to this clause (18) shall not be less than zero;

and (B) subtracting therefrom (in each case, to the extent included in determining Consolidated Net Income of the Issuer for such period (other than with respect to clause (i))) the amount of (i) all cash payments or cash charges made (or incurred) by the Issuer or any of its Restricted Subsidiaries for such period on account of any non-cash charges added back to Consolidated Adjusted EBITDA in a previous period, (ii) income and gain items corresponding

to those referred to in clauses (A)(4), (A)(5) and (A)(13) above (other than the accrual of revenue in the ordinary course), (iii) gains related to pensions and other post-employment benefits and (iv) federal, state, local and foreign income tax credits (except as provided in clause (A)(2)(y) above);

provided that:

(A) to the extent included in Consolidated Net Income of the Issuer for such period, there shall be excluded in determining Consolidated Adjusted EBITDA (x) currency translation gains and losses related to currency re-measurements of Indebtedness or intercompany balances and (y) gains or losses on agreements relating to Hedging Obligations;

(B) to the extent included in Consolidated Net Income of the Issuer for such period, there shall be excluded in determining Consolidated Adjusted EBITDA for any period any adjustments resulting from the application of Statement of Financial Accounting Standards No. 133 and International Accounting Standard No. 39 and their respective related pronouncements and interpretations;

(C) there shall be included in determining Consolidated Adjusted EBITDA for any period, without duplication, (A) the Acquired EBITDA of any Person or business, or attributable to any property, assets, division or line of business acquired by the Issuer or any Restricted Subsidiary during such period (or any property, assets, division or line of business subject to a letter of intent or purchase agreement at such time) (but not the Acquired EBITDA of any related Person or business or any Acquired EBITDA attributable to any property, assets, division or line of business, in each case to the extent not so acquired) to the extent not subsequently sold, transferred, abandoned or otherwise disposed by the Issuer or such Restricted Subsidiary (each such Person, property, assets, division or line of business acquired and not subsequently so disposed of, an "Acquired Entity or Business") and the Acquired EBITDA of any Unrestricted Subsidiary or Excluded Project Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "Converted Restricted Subsidiary"), in each case based on the actual Acquired EBITDA of such *Pro Forma* Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) and (B) an adjustment in respect of each *Pro Forma* Entity equal to the amount of the *pro forma* adjustment with respect to such *Pro Forma* Entity for such period (including the portion thereof occurring prior to such acquisition); and

(D) to the extent included in Consolidated Adjusted EBITDA, there shall be excluded in determining Consolidated Adjusted EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than an Unrestricted Subsidiary or Excluded Project Subsidiary) sold, transferred, abandoned or otherwise disposed of, closed or classified as discontinued operations by the Issuer or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold, transferred, abandoned or otherwise disposed of, or closed or so classified, a "Disposed Entity or Business"), and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "Converted Unrestricted Subsidiary") and any Restricted Subsidiary that is converted into an Excluded Project Subsidiary during such period (each, a "*Converted Excluded Project*

Subsidiary"), in each case based on the actual Disposed EBITDA of such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition, closure, classification or conversion).

Notwithstanding the above, the Consolidated Adjusted EBITDA of the Issuer for the fiscal quarter ended (in each case, subject to *pro forma* adjustments for transactions occurring after the Issue Date): (a) June 30, 2022 will be deemed to be $80,200,000; (b) September 30, 2022 will be deemed to be $257,500,000; (c) December 31, 2022 will be deemed to be $151,200,000; and (d) March 31, 2023 will be deemed to be $328,600,000.

"*Consolidated First Lien Net Leverage Ratio*" means, as of any date of determination, the ratio of (a) Consolidated Senior Secured Net Debt that is secured by a Lien on the Collateral that is *pari passu* with the Liens securing the Notes as of such date of determination to (b) Consolidated Adjusted EBITDA for the Test Period most recently ended on or prior to such date, with such *pro forma* adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Consolidated Secured Net Leverage Ratio" and as determined in good faith by the Issuer; *provided* that (i) any Person that is a Restricted Subsidiary on such date of determination will be deemed to have been a Restricted Subsidiary at all times during such four- quarter reference period and (ii) any Person that is not a Restricted Subsidiary on such date of determination will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter reference period.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, the consolidated cash interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, the interest component of any deferred payment obligations, the interest component of all payments associated with Capitalized Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments or receipts (if any) pursuant to interest rate Hedging Obligations, but not including amortization of original issue discount, deferred financing costs and other non-cash interest payments), net of cash interest income. For purposes of the foregoing, interest expense shall be determined after giving effect to any net payments made or received by the Issuer or any Restricted Subsidiary with respect to any interest rate hedging agreements.

"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the Net Income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; *provided* that:

(1) for any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting, the amount of dividends or similar distributions (including pursuant to other intercompany payments but excluding cash distributions made concurrently with any Investment in such Person from the Issuer or a Restricted Subsidiary) paid in cash to the specified Person or a Restricted Subsidiary of the Person shall be included;

(2) solely for the purpose of determining the amount available for Restricted Payments under Section 4.05(a)(4)(C)(i), the Net Income of any Restricted Subsidiary that is not a Subsidiary Guarantor will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(3) the cumulative effect of a change in accounting principles will be excluded;

(4) any net after-tax non-recurring or unusual gains, losses (less all fees and expenses relating thereto) or other charges or revenue or expenses (including, without limitation, relating to severance, relocation and one-time compensation charges) shall be excluded;

(5) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights to officers, directors or employees shall be excluded, whether under FASB 123R or otherwise;

(6) any net after-tax income (loss) from disposed or discontinued operations and any net after-tax gains or losses on disposal of disposed or discontinued operations shall be excluded;

(7) any gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions shall be excluded;

(8) any impairment charge or asset write-off pursuant to Financial Accounting Statement No. 142 and No. 144 or any successor pronouncement shall be excluded;

(9) the effects of all adjustments (including the effects of such adjustments pushed down to the Issuer and the Restricted Subsidiaries) in the Issuer's consolidated financial statements pursuant to GAAP, net of taxes, resulting from the application of fresh start accounting principles as a result of the Case or the consummation of the Plan shall be excluded; and

(10) restructuring-related or other similar charges, fees, costs, commissions and expenses or other charges incurred during such period in connection with this Indenture, the Exit Facilities Credit Agreement and related documents, the Case, any reorganization plan in connection with the Case, and any and all transactions contemplated by the foregoing, including the write-off of any receivables, the termination or settlement of executory contracts, professional and accounting costs fees and expenses, management incentive, employee retention or similar plans (in each case to the extent such plan is approved by the Bankruptcy Court to the extent required), litigation costs and

settlements, asset write-downs, income and gains recorded in connection with the corporate reorganization of the debtors under the Plan shall, in each case, be excluded.

In addition, to the extent not already included in Consolidated Net Income of the Issuer and its Restricted Subsidiaries, Consolidated Net Income shall include (x) the amount of proceeds received from business interruption insurance in respect of expenses, charges or losses with respect to business interruption, (y) reimbursements of any expenses or charges that are actually received and covered by indemnification or other reimbursement provisions, in each case, to the extent such expenses, charges or losses were deducted in the calculation of Consolidated Net Income and (z) the purchase accounting effects of adjustments (including the effects of such adjustments pushed down to the Issuer and its Restricted Subsidiaries) in component amounts required or permitted by GAAP (including in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue and debt line items thereof) and related authoritative pronouncements (including the effects of such adjustments pushed down to the Issuer and the Restricted Subsidiaries), as a result of any acquisition or other similar investment permitted under this Agreement, or the amortization or write-off of any amounts thereof.

"*Consolidated Net Tangible Assets*" means the total consolidated assets of the Issuer and its Subsidiaries, less the sum of goodwill and other intangible assets, in each case determined on a consolidated basis in accordance with GAAP, as shown in the most recent balance sheet of the Issuer, and after giving *pro forma* effect to any acquisition or disposal of any property or assets consummated after the date of the applicable balance sheet and on or prior to the date of determination.

"*Consolidated Secured Net Leverage Ratio*" means, as of any date of determination, the ratio of (a) Consolidated Senior Secured Net Debt as of such date of determination to (b) Consolidated Adjusted EBITDA for the Test Period most recently ended on or prior to such date; *provided* that (i) any Person that is a Restricted Subsidiary on such date of determination will be deemed to have been a Restricted Subsidiary at all times during such four-quarter reference period and (ii) any Person that is not a Restricted Subsidiary on such date of determination will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter reference period.

For purposes of calculating the Consolidated Secured Net Leverage Ratio, Specified Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been made (i) during the applicable Test Period and (ii) subsequent to such Test Period and prior to or simultaneously with the event for which the calculation of such ratio is made shall be calculated on a *Pro Forma* Basis assuming that all such Specified Transactions (and any increase or decrease in Consolidated Adjusted EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable Test Period. If since the beginning of any applicable Test Period any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Issuer or any Restricted Subsidiary since the beginning of such Test Period shall have made any Specified Transaction that would have required adjustment pursuant to this definition, then the

Consolidated Secured Net Leverage Ratio shall be calculated to give *pro forma* effect thereto in accordance with this definition.

In the event that the Issuer or any Restricted Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement or extinguishment) any Indebtedness included in the calculation of the Consolidated Secured Net Leverage Ratio (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (x) during the applicable Test Period or (y) subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the calculation of such ratio is made, then the Consolidated Secured Net Leverage Ratio shall be calculated giving *pro forma* effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Test Period.

Whenever *pro forma* effect is to be given to a Specified Transaction or implementation of an operating initiative, the *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer and include, for the avoidance of doubt, the amount of cost savings, operating expense reductions, other operating improvements and synergies are reasonably identifiable, factually supportable and projected by the Issuer in good faith to be reasonably anticipated to be realizable within 18 months after the closing date of such Specified Transaction or implementation of an operating initiative (*provided*, that, to the extent any such operational changes are not associated with a transaction, such changes shall be limited to those for which all steps have been taken for realizing such savings and are factually supportable, reasonably identifiable and supported by an Officer's Certificate delivered to the Trustee) (calculated on a *Pro Forma* Basis as though such cost savings, operating expense reductions, other operating improvements and synergies had been realized on the first day of such period as if such cost savings, operating expense reductions, other operating improvements and synergies were realized during the entirety of such period) relating to such Specified Transaction, net of the amount of actual benefits realized during such period from such actions; *provided*, that any increase in Consolidated Adjusted EBITDA as a result of cost savings, operating expense reductions, other operating improvements and synergies shall be subject to the limitations set forth in the definition of "Consolidated Adjusted EBITDA".

"*Consolidated Senior Secured Net Debt*" means, as of any date of determination, (a) the aggregate amount of Indebtedness of the Issuer and its Restricted Subsidiaries, consisting only of Indebtedness for borrowed money that is secured by a Lien on the Collateral and obligations in respect of Capitalized Lease Obligations and purchase money Indebtedness that is secured by a Lien on any asset or property of the Issuer or any Restricted Subsidiary outstanding on such date, determined on a consolidated basis in accordance with GAAP minus (b) the aggregate amount of Unrestricted Cash minus (c) amounts in the Term C Collateral Accounts, if any, minus (d) cash and cash equivalents of the Issuer and its Restricted Subsidiaries that are restricted in favor of the Exit Facilities Credit Agreement whether or not held in a pledged account; *provided* that Consolidated Senior Secured Net Debt shall not include Indebtedness (i) in respect of (x) any cash collateralized letter of credit, or (y) any other letter of credit, except to the extent of unreimbursed amounts drawn thereunder, (ii) of Excluded Subsidiaries (but, for the avoidance of

doubt, not secured guarantees of such Indebtedness by the Issuer or the Subsidiary Guarantors) or (iii) in respect of Hedging Obligations.

"*Consolidated Total Net Debt*" means, as of any date of determination, (a) (x) (i) the aggregate outstanding principal amount of all Indebtedness of the types described in clause (a) (solely to the extent such Indebtedness matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the sole option of the Issuer or any Restricted Subsidiary, to a date more than one year from the date of its creation), clause (d) (but, in the case of clause (d), only to the extent of any unreimbursed drawings under any letter of credit which are not cash collateralized or backstopped) and clause (f) of the definition thereof, in each case actually owing by the Issuer and the Restricted Subsidiaries on such date and to the extent appearing on the balance sheet of the Issuer determined on a consolidated basis in accordance with GAAP and (ii) purchase money Indebtedness (and excluding, for the avoidance of doubt, Hedging Obligations and Cash Management Obligations) of the Issuer and its Restricted Subsidiaries and (y) Guarantee Obligations of the Issuer and its Restricted Subsidiaries for the benefit of any Person (other than of the Issuer or any Restricted Subsidiary) of the type described in clause (x) above minus (b) the aggregate amount of Unrestricted Cash minus (c) amounts in the Term C Collateral Accounts, if any, minus (d) cash and cash equivalents of the Issuer and its Restricted Subsidiaries that are restricted in favor of the Exit Facilities Credit Agreement whether or not held in a pledged account.

"*Consolidated Total Net Leverage Ratio*" means, as of any date of determination, the ratio of (a) Consolidated Total Net Debt as of such date of determination to (b) Consolidated Adjusted EBITDA for the for the Test Period most recently ended on or prior to such date, with such *pro forma* adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Consolidated Secured Net Leverage Ratio" and as determined in good faith by the Issuer; *provided* that (i) any Person that is a Restricted Subsidiary on such date of determination will be deemed to have been a Restricted Subsidiary at all times during such four- quarter reference period and (ii) any Person that is not a Restricted Subsidiary on such date of determination will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter reference period.

"*Controlling First Lien Representative*" means, with respect to one of more Series of First Lien Debt, the First Lien Representative(s) determined or appointed in accordance with, and as more fully described in, the Collateral Trust Agreement.

"*Converted Restricted Subsidiary*" has the meaning set forth in the definition of the term "Consolidated Adjusted EBITDA".

"*Converted Unrestricted Subsidiary*" has the meaning set forth in the definition of the term "Consolidated Adjusted EBITDA".

"*Corporate Trust Office of the Trustee*" will be at the address of the Trustee specified in Section 13.01 hereof or such other address as to which the Trustee may give notice to the Issuer.

"*Covered Commodity*" means any energy, electricity, generation, capacity, power, heat rate, congestion, natural gas, nuclear fuel (including enrichment, conversion and fabrication), diesel fuel, fuel oil, other petroleum-based liquids, coal, lignite, feedstock, weather, emissions, carbon, renewable energy and other environmental credits, waste by-products, "cap and trade" related credits, or any other energy related commodity or service (including ancillary services, attributes with an economic value, and related risks (such as location basis)).

"*Credit Facility*" means one or more credit facilities (including, without limitation, the Exit Facilities Credit Agreement) or commercial paper facilities with banks or other commercial or institutional lenders or investors providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit or issuances of debt securities evidenced by notes, debentures, bonds or similar instruments, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced (including by means of sales of debt securities) in whole or in part from time to time (and whether or not in one or multiple facilities, with the original administrative agent, lenders or trustee or another administrative agent or agents, other lenders or trustee, whether provided under the original Exit Facilities Credit Agreement or any other credit or other agreement or indenture, and irrespective of any changes in the terms and conditions thereof, the borrower(s) thereunder or the guarantors thereof) and in each case including all agreements, instruments and documents executed and delivered pursuant to or in connection with the foregoing (including any notes and letters of credit issued pursuant thereto and any Guarantee Obligation and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other Guarantee Obligations, pledges, agreements, security agreements and collateral documents). For the avoidance of doubt, the term "*Credit Facility*" shall include any agreement or instrument (1) changing the maturity of any Indebtedness incurred thereunder or contemplated thereby, (2) adding Subsidiaries of the Issuer as additional borrowers or guarantors thereunder, (3) increasing the amount of Indebtedness incurred thereunder or available to be borrowed thereunder or (4) otherwise altering the terms and conditions thereof.

"*Custodian*" means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

"*Default*" means any event, act or condition that with notice or lapse of time, or both, would (without cure or waiver hereunder) constitute an Event of Default.

"*Definitive Note*" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06 hereof, substantially in the form of Exhibit A hereto, except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Exchanges of Interests in the Global Note" attached thereto.

"*Depository*" means DTC, its nominees and their respective successors.

"*Derivative Instrument,*" with respect to a Person, means any contract, instrument or other right to receive payment or delivery of cash or other assets to which such Person or any Affiliate of such Person that is acting in concert with such Person in connection with such

Person's investment in the Notes (other than a Screened Affiliate) is a party (whether or not requiring further performance by such Person), the value and/or cash flows of which (or any material portion thereof) are materially affected by the value and/or performance of the Notes and/or the creditworthiness of the Issuer and/or any one or more of the Subsidiary Guarantors (the "*Performance References*").

"*Disposed EBITDA*" means, with respect to any Disposed Entity or Business, any Converted Unrestricted Subsidiary or any Converted Excluded Project Subsidiary for any period, the amount for such period of Consolidated Adjusted EBITDA of such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary (determined as if references to the Issuer and the Restricted Subsidiaries in the definition of "Consolidated Adjusted EBITDA" were references to such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary, as applicable, and its respective Restricted Subsidiaries), all as determined on a consolidated basis for such Disposed Entity or Business, Converted Unrestricted Subsidiary or Converted Excluded Project Subsidiary, as the case may be.

"*Disposition*" means (i) the conveyance, sale, lease (other than an operating lease entered into in the ordinary course of business or consistent with past practice), assignment, transfer, issuance or otherwise the consummation of the disposition of any of property, business or assets (including receivables and leasehold interests), whether now owned or hereafter acquired or (ii) consummation of the sale to any Person of any Capital Stock of a Restricted Subsidiary, in each case by the Issuer or any Restricted Subsidiary.

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature.

"*Distribution Compliance Period*" means the 40-day distribution compliance period as defined in Regulation S.

"*Domestic Subsidiary*" means any Subsidiary of the Issuer that was incorporated or organized under the laws of the United States, any state thereof or the District of Columbia.

"*DTC*" means The Depository Trust Company.

"*EBITDA Lost as a Result of a Grid Outage*" means, to the extent that any transmission or distribution lines go out of service (in connection with weather related events or otherwise), (x) the revenue not actually earned by the Issuer and its Restricted Subsidiaries that would otherwise have been earned (based on the good faith determination of the Issuer) with respect to any Unit within the first 12-month period that such transmission or distribution lines were out of service had such transmission or distribution lines not been out of service during such period and

(y) the amount of any penalties or bonuses that are paid by the Issuer and its Restricted Subsidiaries as a result of such outage.

"*EBITDA Lost as a Result of a Unit Outage*" means, to the extent that any Unit (i) is out of service as a result of any unplanned outage or shut down (in connection with weather related events or otherwise) or (ii) is prevented from operating at normal capacity due to extraordinary weather or other unplanned and extraordinary conditions that cause the Unit not to be able to operate at normal capacity (such failure described in this clause (ii), an "*Operations Failure*"), (x) the revenue not actually earned by the Issuer and its Restricted Subsidiaries that would otherwise have been earned (based on the good faith determination of the Issuer) with respect to any such Unit during the first 12-month period of any such outage, shut down or Operations Failure had such Unit not been out of service or in Operations Failure during such period and (y) the amount of any penalties or bonuses that are paid by the Issuer and its Restricted Subsidiaries as a result of such outage or Operations Failure.

"*Effective Date*" means the effective date of the Plan.

"*Enforcement Action*" has the meaning set forth in the Collateral Trust Agreement. "*Environmental CapEx Debt*" means Indebtedness of the Issuer or its Restricted Subsidiaries incurred for the purpose of financing capital expenditures and other costs deemed reasonably necessary by the Issuer or any Restricted Subsidiary or otherwise undertaken voluntarily by the Issuer or any Restricted Subsidiary, to comply with, or in anticipation of having to comply with, applicable Environmental Laws or capital expenditures otherwise undertaken voluntarily by the Issuer or any Restricted Subsidiary in connection with environmental matters (collectively, "*Environmental CapEx*").

"*Environmental Law*" means any applicable federal, state, foreign or local statute, law, rule, regulation, ordinance, code or rule of common law now or hereafter in effect and in each case as amended, and any legally binding judicial or administrative interpretation thereof, including without limitation any legally binding judicial or administrative order, consent decree or judgment, relating to the protection of the environment, or to human health or safety (in each case to the extent relating to human exposure to Hazardous Materials) or Hazardous Materials.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"*Equity Offering*" means (a) a public or private sale of Equity Interests of the Issuer or any of its direct or indirect parent companies (excluding Disqualified Stock) or (b) any cash contribution to the equity capital of the Issuer, other than: (i) public offerings with respect to the Issuer's or any direct or indirect parent company's common stock registered on Form S-8; and (ii) issuances to any Subsidiary of the Issuer or any such parent, in each case made after the Completion Date. The Completion Date Rights Offering shall not constitute an Equity Offering.

"*Escrow Agreement*" means (a) the escrow agreement, dated as of the Issue Date, as amended, supplemented or modified from time to time in accordance with the terms of this

Indenture, among the Issuer, the Trustee and the Escrow Agent, relating to the escrow of proceeds from the offer and sale of the Initial Notes and (b) any escrow agreement relating to the escrow of proceeds from the offer and sale of any Additional Notes.

"*Euroclear*" means Euroclear Bank SA/NV, as operator of the Euroclear System, and any successor thereto.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"*Excluded Collateral*" means (a) Excluded Stock and Stock Equivalents and (b) Excluded Property.

"*Excluded Contribution*" means net cash proceeds or fair market value of property or assets received by the Issuer as capital contributions to the equity (other than through the issuance of Disqualified Stock) of the Issuer after the Completion Date or from the issuance or sale (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Issuer or any Subsidiary of the Issuer for the benefit of their employees to the extent funded by the Issuer or any Restricted Subsidiary) of Capital Stock (other than Disqualified Stock) of the Issuer, in each case designated as an Excluded Contribution pursuant to an Officer's Certificate. Excluded Contributions will be excluded from the calculation set forth in Section 4.05(a)(4)(C). For the avoidance of doubt, any net cash proceeds of the Completion Date Rights Offering shall not constitute an Excluded Contribution.

"*Excluded Project Subsidiary*" means:

(1) any Non-Recourse Subsidiary;

(2) any Restricted Subsidiary designated by the Issuer as an "Excluded Project Subsidiary" following the Issue Date pursuant to Section 4.10, until its re-designation as a Restricted Subsidiary thereunder; and

(3) any Restricted Subsidiary of an Excluded Project Subsidiary. "*Excluded Property*" has the meaning set forth in the Exit Facilities Credit Agreement.

"*Excluded Stock and Stock Equivalents*" has the meaning set forth in the Exit Facilities Credit Agreement.

"*Excluded Subsidiary*" means:

(1) (a) each Domestic Subsidiary that is designated as an Excluded Subsidiary on the Completion Date pursuant to the Exit Facilities Credit Agreement and (b) each future Domestic Subsidiary, in each case, for so long as any such Subsidiary does not constitute a Material Subsidiary (as defined in the Exit Facilities Credit Agreement) as of the most recently ended fiscal quarter or fiscal year, as applicable, for which financial statements have been delivered pursuant to Section 4.09 hereunder;

(2) each Domestic Subsidiary that is not a Wholly Owned Subsidiary or otherwise constitutes a joint venture (for so long as such Subsidiary remains a non-Wholly Owned Subsidiary or joint venture);

(3) (a) any Subsidiary of the Issuer that is a "controlled foreign corporation" within the meaning of Section 957 of the Internal Revenue Code of 1986, as amended, and as it may be further amended from time to time, and any successor statutes thereto (any such Subsidiary, a "*CFC*") or (b) a Subsidiary of the Issuer that has no material assets other than (i) the Capital Stock (including, for this purpose, any debt or other instrument treated as equity for U.S. federal income tax purposes) in (x) one or more Foreign Subsidiaries that are CFCs or (y) one or more other CFC Holding Companies and (ii) cash and cash equivalents, and other assets, being held on a temporary basis incidental to the holding of assets described in clause (3)(b)(i) of this definition (each, a "*CFC Holding Company*");

(4) each Domestic Subsidiary that is (i) prohibited by any applicable (x) contractual requirement, (y) Applicable Law (including without limitation as a result of applicable financial assistance, directors' duties or corporate benefit requirements) or (z) organizational document (in the case of clauses (x) and (z), in effect on the Completion Date or any date of acquisition of such Subsidiary (to the extent such prohibition was not entered into in contemplation of the Subsidiary Guarantee)) from guaranteeing or granting Liens to secure the Obligations under this Indenture and the Notes at the time such Subsidiary becomes a Restricted Subsidiary (and for so long as such restriction or any replacement or renewal thereof is in effect), or (ii) required to obtain consent, approval, license or authorization of a Governmental Authority for such guarantee or grant (unless such consent, approval, license or authorization has already been received); *provided* that there shall be no obligation to obtain such consent;

(5) each Domestic Subsidiary of a Foreign Subsidiary that is a CFC or CFC Holding Company;

(6) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Issuer, the cost or other consequences (including any material adverse tax or regulatory consequences) of guaranteeing the Obligations under this Indenture and the Notes shall be excessive in view of the benefits to be obtained by the secured parties therefrom;

(7) each Unrestricted Subsidiary;

(8) any Foreign Subsidiary;

(9) any special purpose "bankruptcy remote" entity, including any receivables entity and any securitization subsidiary;

(10) any Subsidiary to the extent that the guarantee of the Obligations under this Indenture and the Notes by such Subsidiary could reasonably be expected to result in

a material adverse tax or regulatory consequences to the Issuer or any of its Subsidiaries (as determined by the Issuer in consultation with the Exit Facilities Collateral Agent for purposes of the Exit Facilities Credit Agreement);

(11) any captive insurance subsidiary;

(12) any non-profit Subsidiary;

(13) any broker-dealer Subsidiary; or

(14) any Excluded Project Subsidiary.

"*Existing Secured Financing Agreements*" means (a) the Superpriority Secured Debtor-in- Possession Credit Agreement, dated as of May 11, 2022, among the Issuer, Citibank, N.A., as administrative agent and as collateral trustee, and each lender and each issuing lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (b) the Superpriority Secured Debtor-in-Possession Letter of Credit Facility Agreement, dated as of May 11, 2022 among the Issuer, Citibank, N.A., as administrative agent and as collateral trustee, and each lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (c) the Credit Agreement, entered into as of December 14, 2021, among the Issuer, Talen Energy Marketing, LLC, a Pennsylvania limited liability company, Susquehanna Nuclear, LLC, a Delaware limited liability company, Alter Domus (US) LLC, as administrative agent, and each lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (d) the Term Loan Credit Agreement, entered into as of July 8, 2019, among the Issuer, Wilmington Trust, National Association (as successor to JPMorgan Chase bank, N.A.), as administrative agent, and each lender from time to time party thereto (as amended, restated, supplemented or otherwise modified prior to the date hereof), (e) the Credit Agreement, entered into as of June 1, 2015, among the Issuer, Citibank, N.A., as administrative agent and as collateral trustee, and each lender and each issuing lender from time to time party thereto (as amended, restated, supplemented or otherwise modified), (f) the Indenture, dated as of May 21, 2019 (as amended, restated, supplemented or otherwise modified), among the Issuer, the guarantors party thereto and The Bank of New York Mellon, as trustee, governing the Issuer's 7.25% Senior Secured Notes due 2027, (g) the Indenture, dated as of July 8, 2019 (as amended, restated, supplemented or otherwise modified), among the Issuer, the guarantors party thereto and The Bank of New York Mellon, as trustee, governing the Issuer's 6.625% Senior Secured Notes due 2028 and (h) the Indenture, dated as of May 22, 2020 (as amended, restated, supplemented or otherwise modified), among the Issuer, the guarantors party thereto and The Bank of New York Mellon, as trustee, governing the Issuer's 7.625% Senior Secured Notes due 2028.

"*Exit Facilities Collateral Agent*" means the collateral agent and/or administrative agent under the Exit Facilities Credit Agreement.

"*Exit Facilities Credit Agreement*" means the credit agreements to be entered into on or about the Effective Date by and among the Issuer, the applicable administrative agent, and each lender and issuing bank from time to time party thereto, together with the related documents

thereto, providing for the term, revolving and letter of credit facilities of the Issuer described under the caption "*Description of Other Indebtedness*" in the Offering Circular (including any letters of credit and reimbursement obligations related thereto, any guarantees and security documents), as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any one or more agreements (and related documents) governing Indebtedness, including indentures, incurred to refinance, substitute, supplement, replace or add to (including increasing the amount available for borrowing or adding or removing any Person as a borrower, issuer or guarantor thereunder, in whole or in part), the borrowings and commitments then outstanding or permitted to be outstanding under such Exit Facilities Credit Agreement or one or more successors to the Exit Facilities Credit Agreement or one or more new credit agreements.

"*Expenses Relating to a Unit Outage*" means an amount (which may be negative) equal to (x) any expenses or other charges as a result of any (i) outage or shut-down (in connection with weather related events or otherwise) or (ii) Operations Failure of any Unit, including any expenses or charges relating to (a) restarting any such Unit so that it may be placed back in service after such outage, shut-down or Operations Failure, (b) purchases of power, natural gas or heat rate to meet commitments to sell, or offset a short position in, power, natural gas or heat rate that would otherwise have been met or offset from production generated by such Unit during the period of such outage, shut-down or Operations Failure, (c) starting up, operating, maintaining and shutting down any other Unit that would not otherwise have been operating absent such outage, shut-down or Operations Failure, including the fuel and other operating expenses, incurred to start-up, operate, maintain and shut-down such Unit and that are required during the period of time that such Unit suffering an outage, shut-down or Operations Failure is out of service or in Operations Failure in order to meet the commitments of such Unit suffering an outage, shut-down or Operations Failure to sell, or offset a short position in, power, natural gas or heat rate and (d) penalties that are paid by the Issuer and its Restricted Subsidiaries as a result of such outage, shut- down or Operations Failure less (y) any expenses or charges not in fact incurred (including fuel and other operating expenses) that would have been incurred absent such outage, shut-down or Operations Failure.

"*First Lien*" shall have the meaning assigned to it in the Collateral Trust Agreement.

"*First Lien Debt*" means (a) the Notes issued on the Issue Date and the related Subsidiary Guarantees, (b) Indebtedness incurred under the Exit Facilities Credit Agreement (including unutilized revolving commitments and the undrawn amount of letters of credit, whether or not then available to be drawn) and any guarantees thereof, (c) Additional First Lien Debt (other than certain cash management obligations and hedging obligations described in the Collateral Trust Agreement), (d) certain cash management obligations described in the Collateral Trust Agreement and (e) certain Hedging Obligations under secured hedging agreements described in the Collateral Trust Agreement.

"*First Lien Documents*" means, collectively, the Note Documents and any additional indenture, credit agreement or other agreement pursuant to which any other First Lien Debt is

incurred or secured in accordance with the terms of each applicable First Lien Document and the Note Security Documents related thereto (other than any Note Security Documents that do not secure First Lien Obligations).

"*First Lien Obligations*" means the First Lien Debt and all other Obligations (as defined under the applicable First Lien Document) in respect thereof.

"*First Lien Representative*" means, with respect to any Series of First Lien Debt, the representative determined or appointed in accordance with the Collateral Trust Agreement and, if applicable, the relevant First Lien Documents.

"*First Lien Secured Parties*" means each holder of a First Lien Obligation, including each First Lien Representative and the Collateral Trustee.

"*Fitch*" means Fitch Ratings, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Fixed Charge Coverage Ratio*" means on any date of determination, the ratio of (a) the Consolidated Adjusted EBITDA for the most recent four fiscal quarter period for which financial statements have been delivered pursuant to Section 4.09 to (b) the Fixed Charges of the Issuer for such period, with such *pro forma* adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Consolidated Secured Net Leverage Ratio" and as determined in good faith by the Issuer.

"*Fixed Charges*" means, with respect to any specified Person for any period, the sum, without duplication, of:

(a) the Consolidated Interest Expense of such Person and its Restricted Subsidiaries; plus

(b) any interest accruing on Indebtedness of another Person that is guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such guarantee or Lien is called upon; plus

(c) the product of (i) all dividends, whether paid or accrued and whether or not in cash, on any series of Disqualified Stock of such Person or any of its Restricted Subsidiaries, other than dividends on Capital Stock payable in Capital Stock of the Issuer (other than Disqualified Stock) or to the Issuer or a Restricted Subsidiary of the Issuer, times (ii) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP;

provided, that, "Fixed Charges" as defined in this definition, of any Person, the Consolidated Adjusted EBITDA of which is excluded from the Consolidated Adjusted EBITDA of such Person, shall be excluded for all purposes of this definition.

"*Foreign Subsidiary*" of any Person means any Subsidiary of such Person that is not a Domestic Subsidiary.

"*GAAP*" means generally accepted accounting principles in the United States of America, as in effect from time to time;*provided*, *however*, that if the Issuer notifies the Trustee that the Issuer requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Issue Date in GAAP or in the application thereof on the operation of such provision (an "*Accounting Change*"), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such Accounting Change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

"*Global Note Legend*" means the legend set forth in Section 2.06(f)(2), which is required to be placed on all Global Notes issued under this Indenture.

"*Global Notes*" means, individually and collectively, each of the Global Notes substantially in the form of Exhibit A hereto, issued in accordance with Section 2.01 hereof.

"*Government Securities*" means direct obligations of, or obligations guaranteed by, the United States of America (including any agency or instrumentality thereof) for the payment of which obligations or guarantees the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"*Governmental Authority*" means any nation, sovereign or government, any state, province, territory or other political subdivision thereof, and any entity or authority exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government or any governmental or non-governmental authority regulating the generation and/or transmission of energy, including PJM, a central bank, stock exchange or any other ISO or RTO.

"*Grantor*" means each of and "*Grantors*" means, collectively, the Issuer, the Subsidiary Guarantors and any other Person that at any time provides collateral security for the First Lien Obligations.

"*Guarantee Obligations*" means, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness of any other Person (the "*primary obligor*") in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent, (a) to purchase any such Indebtedness or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such Indebtedness or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such Indebtedness of the ability of the primary obligor to make payment of such Indebtedness or (d) otherwise to assure or hold harmless the owner of such Indebtedness against loss in respect thereof; *provided*, *however*, that the term "Guarantee Obligations" shall not include endorsements of instruments for deposit or collection in the ordinary course of business or

customary and reasonable indemnity obligations in effect on the Issue Date or entered into in connection with any acquisition or disposition of assets permitted under this Indenture (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee Obligation is made 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.

"*Hazardous Materials*" means (a) any petroleum or petroleum products spilled or released into the environment, radioactive materials, friable asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous waste," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "toxic pollutants," "contaminants," or "pollutants" or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, for which a release into the environment is prohibited, limited or regulated by any Environmental Law.

"*Hedging Obligations*" means, with respect to any Person, the obligations of such Person under (a) any transaction (whether financial or physical) (including an agreement with respect to any such transaction) (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (whether financial or physical) (including any option with respect to any of these transactions), (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made or (iii) any other similar transactions or any combination of any of the foregoing (whether financial or physical) (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, annexes, supplements, definitional sets, and other documents, a "*Master Agreement*"), including any such obligations or liabilities under any Master Agreement and (c) any agreement (whether financial or physical) (including each transaction or confirmation entered into pursuant to any Master Agreement) providing for one or

more swaps, caps, collars, puts, calls, floors, futures, options, spots, forwards, energy, capacity or generation agreements, agreements involving ancillary services or other attributes with an economic value, tolling or sale agreements (including, without limitation, power purchase agreements and heat rate call options), fuel or other feedstock purchase, storage or sale agreements, emissions or other environmental credit purchase or sales agreements, power transmission agreements, fuel or other feedstock transportation agreements, fuel or other feedstock storage agreements, netting agreements, commercial or trading agreements, in each case with respect to, or involving, the purchase, processing, transmission, distribution, sale, exchange, lease, finance, or hedge of any Covered Commodity, price or price indices for any such Covered Commodity, or any other similar agreements (including, without limitation, derivative agreements or arrangements) entered into with respect to the sale or exchange of (or the option to purchase, sell or exchange) transmission, transportation, storage, distribution, processing, lease, or finance, or to manage fluctuations in the price or availability of any Covered Commodity or otherwise hedge or mitigate commercial risk or exposure in connection with any Covered Commodity, and any agreement (including any guarantee, credit sleeve, or similar arrangement) providing for credit support for the foregoing; and, in the case of clauses (a), (b) and (c), whether bilateral, over-the- counter, financial or physical, on or through an exchange or other execution facility, on or through a system, platform or portal operated by an ISO or RTO, cleared through a clearing house, clearing organization or clearing agency, or otherwise.

"*Holder*" means the Person in whose name a Note is registered on the Registrar's books. "*IAI Global Note*" means a Global Note substantially in the form of Exhibit A hereto, as applicable, bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depository or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Notes sold to Institutional Accredited Investors.

"*Indebtedness*" of any Person means (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (c) the deferred purchase price of assets or services that in accordance with GAAP would be included as a liability on the balance sheet of such Person, (d) the face amount of all letters of credit issued for the account of such Person and, without duplication, all drafts drawn thereunder, (e) all Indebtedness of any other Person secured by any Lien on any property owned by such Person, whether or not such Indebtedness has been assumed by such Person, (f) the principal component of all Capitalized Lease Obligations of such Person, (g) the Swap Termination Value of Hedging Obligations of such Person, (h) without duplication, all Guarantee Obligations of such Person, (i) Disqualified Stock of such Person and (j) Receivables Indebtedness of such Person; *provided* that Indebtedness shall not include (i) trade and other ordinary course payables and accrued expenses arising in the ordinary course of business, (ii) deferred or prepaid revenue, (iii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller, (iv) amounts payable by and between the Issuer and any of its Subsidiaries in connection with retail clawback or other regulatory transition issues, (v) any Indebtedness defeased by such Person or by any Subsidiary of such Person, (vi) contingent obligations incurred in the ordinary course of business, (vii) Performance Guaranties, and (viii) earnouts

until earned, due and payable and not paid for a period of thirty (30) days (solely to the extent reflected as a liability on the balance sheet of such Person). The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid principal amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

For all purposes hereof, the Indebtedness of the Issuer and the Restricted Subsidiaries shall exclude all intercompany Indebtedness among the Issuer and its Subsidiaries having a term not exceeding 365 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business.

"*Indenture*" means this Indenture, as amended, supplemented or otherwise modified from time to time in accordance with its terms.

"*Indirect Participant*" means a Person who holds a beneficial interest in a Global Note through a Participant.

"*Initial Notes*" means the $1,200,000,000 aggregate principal amount of 8.625% Senior Secured Notes due 2030 issued under this Indenture as of the Issue Date.

"*Insolvency or Liquidation Proceeding*" has the meaning set forth in the Collateral Trust Agreement.

"*Institutional Accredited Investor*" means an institution that is an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, who are not also QIBs.

"*Investment*" means, with respect to any Person, an investment by such Person in other Persons (including Affiliates) in the forms of loans (including guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP.

For purposes of the definition of "*Unrestricted Subsidiary*" and Section 4.05 hereunder:

(1) "*Investments*" shall include the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the fair market value of the net assets of a Subsidiary of the Issuer at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer shall be deemed to continue to have a permanent "*Investment*" in an Unrestricted Subsidiary equal to an amount (if positive) equal to:

(a) the Issuer's "*Investment*" in such Subsidiary at the time of such designation less

(b) the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Issuer.

"*Investment Grade*" in respect of the Notes means a rating of: (a) Baa3 or better by Moody's; (b) BBB- or better by Fitch; or (c) BBB- or better from S&P (or the equivalent of such rating by such rating organization or, if no rating of Moody's, Fitch or S&P exists, the equivalent of such rating by any other Nationally Recognized Statistical Rating Organization selected by the Issuer as a replacement agency).

"*Investment Grade Event*" means (i) the senior, unsecured, long-term debt securities of the Issuer are rated Investment Grade by any two of the three Rating Agencies; (ii) the Notes are rated Investment Grade by any two of the three Rating Agencies after giving effect to the proposed release of all of the Collateral securing such Notes; and (iii) no Event of Default shall have occurred and be continuing with respect to the Notes.

"*IPO Listco*" means a Wholly Owned Subsidiary of the Issuer or any parent entity of the Issuer formed in contemplation of any Qualified IPO.

"*IPO Reorganization Transaction*" shall mean transactions taken in connection with and reasonably related to consummating a Qualified IPO, so long as, after giving effect thereto, the security interest of the Holders in the Collateral, taken as a whole, is not materially impaired.

"*IPOCo Transactions*" means the transactions in connection with the formation and capitalization of IPO Listco prior to and in connection with and reasonably related to a Qualified IPO, including, without limitation, (1) the legal formation of IPO Listco and one or more Subsidiaries of the Permitted Holders to own interests therein, (2) the contribution, directly or indirectly, of the Capital Stock of the Issuer and other Subsidiaries of the Issuer to IPO Listco, or the other acquisition by IPO Listco thereof, (3) the conversion of the outstanding Capital Stock in the Issuer into a new class of Equity Interests in the Issuer, (4) the distribution by the Issuer to the Permitted Holders of any proceeds from the offering and cash generated from operations, (5) the issuance of Capital Stock of IPO Listco or the Issuer to the public and the use of proceeds therefrom to pay transaction expenses, distribute funds as a reimbursement for capital expenditures, and other purposes approved by a Permitted Holder, (6) the execution, delivery and performance of customary documentation (and amendments to existing documentation) governing the relations between and among the Issuer, IPO Listco, the Permitted Holders and their respective Subsidiaries, and (7) any other transactions and documentation reasonably related to the foregoing or necessary or appropriate in the view of the Permitted Holders or the Board of Directors of the Issuer or any direct or indirect parent entity in connection with a Qualified IPO.

"*ISO*" means "independent system operator," as further defined by the Federal Energy Regulatory Commission's policies, orders and regulations.

"*Issue Date*" means May 12, 2023.

"*Issuer*" means Talen Energy Supply, LLC and any and all successors thereto.

"*Issuer Order*" means a written order signed in the name of the Issuer by one Authorized Officer.

"*Lien*" means, with respect to any asset, any mortgage, pledge, security interest, hypothecation, collateral assignment, lien (statutory or other) or similar encumbrance (including any conditional sale or other title retention agreement or any lease or license in the nature thereof); *provided* that in no event shall an operating lease be deemed to be a Lien.

"*Long Derivative Instrument*" means a Derivative Instrument (i) the value of which generally increases, and/or the payment or delivery obligations under which generally decrease, with positive changes to the Performance References and/or (ii) the value of which generally decreases, and/or the payment or delivery obligations under which generally increase, with negative changes to the Performance References.

"*Management Investors*" means the officers, directors, employees and other members of the management of any parent of the Issuer, the Issuer or any of the Issuer's respective Subsidiaries, or family members or relatives of any thereof (*provided* that, solely for purposes of the definition of "Permitted Holders," such relatives shall include only those Persons who are or become Management Investors in connection with estate planning for or inheritance from other Management Investors, as determined in good faith by the Issuer), or trusts, partnerships or limited liability companies for the benefit of any of the foregoing, or any of their heirs, executors, successors and legal representatives, who at any date beneficially own or have the right to acquire, directly or indirectly, Capital Stock of the Issuer or any parent of the Issuer.

"*Material Indebtedness*" shall mean any Indebtedness of the Issuer or any Restricted Subsidiary in an outstanding principal amount exceeding the greater of (x) $160.0 million and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period at any time.

"*Material Intellectual Property*" shall mean any intellectual property that is, in the good faith determination of the Issuer, material to the operation of the business of the Issuer and its Restricted Subsidiaries, taken as a whole.

"*Minority Investment*" means any Person (other than a Subsidiary) in which the Issuer or any Restricted Subsidiary owns Capital Stock or Stock Equivalents, including any joint venture (regardless of form of legal entity).

"*Moody's*" means Moody's Investors Service, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Nationally Recognized Statistical Rating Organization*" means a nationally recognized statistical rating organization within the meaning of Section 3(a)(62) under the Exchange Act.

"*Necessary CapEx*" means capital expenditures that are required by Applicable Law (other than Environmental Laws) or otherwise undertaken voluntarily for health and safety reasons (other than as required by Environmental Law). The term "Necessary CapEx" does not include any capital expenditure undertaken primarily to increase the efficiency of, expand or re-power any power generation facility.

"*Net Income*" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends or accretion, excluding, however:

(1) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with: (a) any Disposition or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(2) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"*Net Short*" means, with respect to a Holder or Beneficial Owner, as of a date of determination, either (i) the value of its Short Derivative Instruments exceeds the sum of the (x) the value of its Notes plus (y) the value of its Long Derivative Instruments as of such date of determination or (ii) it is reasonably expected that such would have been the case were a Failure to Pay or Bankruptcy Credit Event (each as defined in the 2014 ISDA Credit Derivatives Definitions) to have occurred with respect to the Issuer or any Subsidiary Guarantor immediately prior to such date of determination.

"*Non-Recourse Debt*" means any Indebtedness incurred by any Non-Recourse Subsidiary to finance the acquisition, improvement, installation, design, engineering, construction, development, completion, maintenance or operation of, or otherwise to pay costs and expenses relating to or provide financing for a project, which Indebtedness does not provide for recourse against the Issuer or any Restricted Subsidiary of the Issuer (excluding, for the avoidance of doubt, a Non-Recourse Subsidiary and such recourse as exists under a Performance Guaranty) or any property or asset of the Issuer or any Restricted Subsidiary of the Issuer (other than the Equity Interests in, or the property or assets of, a Non-Recourse Subsidiary); *provided*, *however*, that the following shall be deemed to be Non-Recourse Debt: (i) guarantees with respect to debt service reserves established with respect to a Non-Recourse Subsidiary to the extent that such guarantee shall result in the immediate payment of funds, pursuant to dividends or otherwise, in the amount of such guarantee; (ii) contingent obligations of the Issuer or any Restricted Subsidiary to make capital contributions to a Non-Recourse Subsidiary; (iii) any credit support or liability consisting of reimbursement obligations in respect of letters of credit issued hereunder to support obligations of a Non-Recourse Subsidiary, (iv) agreements of the Issuer or any Restricted Subsidiary to provide, or guarantees or other credit support (including letters of credit) by the Issuer or any Restricted Subsidiary of any agreement of another Restricted Subsidiary to provide, corporate, management, marketing, administrative, technical, energy management or marketing, engineering, procurement, construction, operation and/or maintenance services to such Non-Recourse Subsidiary, including in respect of the sale or acquisition of power,

emissions, fuel, oil, gas or other supply of energy, (v) any agreements containing Hedging Obligations, and any power purchase or sale agreements, fuel purchase or sale agreements, emissions credit purchase or sales agreements, power transmission agreements, fuel transportation agreements, fuel storage agreements, commercial or trading agreements and any other similar agreements entered into between the Issuer or any Restricted Subsidiary with or otherwise involving any other Non- Recourse Subsidiary, including any guarantees or other credit support (including letters of credit) in connection therewith, (vi) any Investments in a Non-Recourse Subsidiary and, for the avoidance of doubt, pledges by the Issuer or any Restricted Subsidiary of the Equity Interests of any Non- Recourse Subsidiary that are directly owned by the Issuer or any Restricted Subsidiary in favor of the agent or lenders in respect of such Non-Recourse Subsidiary's Non-Recourse Debt and (vii) any Performance Guaranties related to clauses (i) through (vii).

"*Non-Recourse Subsidiary*" means (i) any Restricted Subsidiary of the Issuer whose principal purpose is to incur Non-Recourse Debt and/or construct, lease, own or operate the assets financed thereby, or to become a direct or indirect partner, member or other equity participant or owner in a Person created for such purpose, and substantially all the assets of which Subsidiary and such Person are limited to (x) those assets being financed (or to be financed), or the operation of which is being financed (or to be financed), in whole or in part by Non-Recourse Debt, or (y) Equity Interests in, or Indebtedness or other obligations of, one or more other such Subsidiaries or Persons, or (z) Indebtedness or other obligations of the Issuer or its Subsidiaries or other Persons and (ii) any Restricted Subsidiary of a Non-Recourse Subsidiary.

"*Note Documents*" means this Indenture, the Notes, the Subsidiary Guarantees, the Collateral Trust Agreement and any other Note Security Documents.

"*Note Security Documents*" means the Collateral Trust Agreement, each joinder to the Collateral Trust Agreement and all security agreements, pledge agreements, collateral assignments, mortgages, deeds of trust, control agreements or other grants or transfers for security executed and delivered by the Issuer or any other Grantor creating (or purporting to create) a First Lien upon Collateral in favor of the Collateral Trustee, for the benefit of the First Lien Secured Parties and the Collateral Trustee, in each case, as amended, modified, renewed, restated or replaced, in whole or in part, from time to time.

"*Notes*" means the Initial Notes and any Additional Notes.

"*Obligations*" means any principal (including reimbursement obligations and obligations to provide cash collateral with respect to letters of credit, whether or not drawn), interest (including, to the extent legally permitted, all interest accrued thereon after the commencement of any Insolvency or Liquidation Proceeding at the rate, including any applicable post-default rate even if such interest is not enforceable, allowable or allowed as a claim in such proceeding), premium (if any), penalties, fees, charges, expenses, indemnifications, reimbursements, damages, guarantees, other liabilities, amounts payable, or obligations under the documentation governing any First Lien Debt or other obligations in respect thereof.

"*Offering Circular*" means the Offering Circular, dated April 28, 2023, related to the issuance and sale of the Initial Notes.

"*Officer*" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary, Assistant Secretary or any Vice- President of such Person.

"*Officer's Certificate*" means a certificate signed on behalf of the Issuer by an Authorized Officer that meets the requirements set forth in this Indenture.

"*Operations Failure*" has the meaning set forth in the definition of "EBITDA Lost as a Result of a Unit Outage."

"*Opinion of Counsel*" means an opinion from legal counsel who is reasonably acceptable to the Trustee, that meets the requirements of Section 13.03 herein. The counsel may be an employee of or counsel to the Issuer or any Subsidiary of the Issuer.

"*Participant*" means, with respect to the Depository, Euroclear or Clearstream, a Person who has an account with the Depository, Euroclear or Clearstream, respectively, and, with respect to DTC, shall include Euroclear and Clearstream.

"*Participating Receivables Grantor*" shall mean the Issuer or any Restricted Subsidiary that is or that becomes a participant or originator in a Permitted Receivables Financing.

"*Paying Agent*" means the office or agency where Notes may be presented for payment.

The term "Paying Agent" includes any additional paying agent.

"*Performance Guaranty*" means any guaranty issued in connection with any Non-Recourse Debt that (i) if secured, is secured only by assets of, or Capital Stock in, an Excluded Project Subsidiary, and (ii) guarantees to the provider of such Non-Recourse Debt or any other Person the (a) performance of the improvement, installation, design, engineering, construction, acquisition, development, completion, maintenance or operation of, or otherwise affects any such act in respect of, all or any portion of the project that is financed by such Non-Recourse Debt, (b) completion of the minimum agreed equity contributions to the relevant Excluded Project Subsidiary, or (c) performance by an Excluded Project Subsidiary of obligations to Persons other than the provider of such Non-Recourse Debt.

"*Performances References*" has the meaning set forth in the definition of "Derivative Instrument."

"*Permitted Holders*" means (a) any of the Management Investors, (b) each participant holding at least 5% of the Capital Stock of the Issuer (or a parent entity of the Issuer) as of the Completion Date after giving effect to the Completion Date Rights Offering (and their respective Affiliates and any funds, partnerships or other co-investment vehicles managed, advised or controlled by the foregoing or their respective Affiliates); *provided* that this clause (b) shall not

include any investor that had a controlling equity interest in the Issuer as of May 9, 2022, (c) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; *provided that*, in the case of such group and without giving effect to the existence of such group or any other group, the persons set forth in clauses (a) and (b), collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Issuer or any other direct or indirect parent entity, (d) any direct or indirect parent entity, for so long as more than 50% of the total voting power of the Voting Stock of such direct or indirect parent entity is beneficially owned, directly or indirectly, by one or more of the Persons described in the foregoing clauses (a) through (c), (e) any entity (other than a parent entity) through which a parent entity described in clause (d) directly or indirectly holds Capital Stock of the Issuer and has no other material operations other than those incidental thereto, (c) any Person acting in the capacity of an underwriter (solely to the extent that and for so long as such Person is acting in such capacity) in connection with a public or private offering of Capital Stock of the Issuer or any parent company of the Issuer and (g) any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) whose acquisition of Beneficial Ownership or assets or properties of the Issuer constitutes a Change of Control that is either (i) not a Change of Control Triggering Event or (ii) in respect of which a Change of Control Offer is made in accordance with the requirements of this Indenture will thereafter, together with its Affiliates, constitute an additional Permitted Holder.

"*Permitted Investment*" means (in each case, by the Issuer or any of the Restricted Subsidiaries):

(a) any Investment in the Issuer or a Restricted Subsidiary (including the Capital Stock of, or guarantees of obligations of, a Restricted Subsidiary);

(b) any Investment by the Issuer or any of its Restricted Subsidiaries in a Person that is engaged, directly or indirectly, in a Similar Business if as a result of such Investment:

(1) such Person becomes a Restricted Subsidiary (including by re-designation of an Unrestricted Subsidiary as a Restricted Subsidiary); or

(2) such Person, in one transaction or a series of related transactions, is merged or consolidated with or into, or transfers or conveys all or substantially all of its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary;

(c) extensions of trade credit, asset purchases (including purchases of inventory, fuel (including all forms of nuclear fuel), supplies, materials and equipment) and the licensing or contribution of intellectual property pursuant to joint marketing arrangements or development agreements with other Persons, in each case in the ordinary course of business (including in respect of construction or restoration activities);

(d) Investments in cash or Cash Equivalents;

(e) loans and advances to officers, directors, employees and consultants of the Issuer (or any direct or indirect parent thereof) or any Subsidiary of the Issuer;

(f) Investments (i) contemplated by the Plan or to consummate the Transactions and (ii) existing on, or made pursuant to legally binding written commitments in existence on, the Completion Date and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof, only to the extent that the amount of any Investment made pursuant to this clause (f)(ii) does not at any time exceed the amount of such initial Investment (except by an amount equal to the unpaid accrued interest and premium thereon plus any unused commitments plus amounts paid in respect of fees, premiums, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension or as otherwise permitted hereunder);

(g) any Investment acquired by the Issuer or any Restricted Subsidiary (i) in exchange for any other Investment or accounts receivable held by the Issuer or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization, or recapitalization of, or settlement of delinquent accounts or disputes with or judgments against, the issuer, obligor or borrower of such original Investment or accounts receivable, (ii) as a result of a foreclosure by the Issuer or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default or (iii) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates;

(h) Investments to the extent that payment for such Investments is made with (i) Capital Stock or Stock Equivalents (other than Disqualified Stock) of the Issuer (or any direct or indirect parent thereof) or (ii) the proceeds from the issuance of Capital Stock or Stock Equivalents (other than Disqualified Stock of the Issuer (or any direct or indirect parent thereof)); *provided* that such Capital Stock or Stock Equivalents or proceeds of such Capital Stock or Stock Equivalents will not increase the amount available for Restricted Payments under Section 4.05(a)(4)(C);

(i) Investments constituting (i) Minority Investments and Investments in Unrestricted Subsidiaries and Excluded Project Subsidiaries and (ii) Investments in joint ventures (regardless of the form of legal entity) or similar Persons that do not constitute Restricted Subsidiaries, in each case valued at the fair market value (determined the Issuer acting in good faith) of such Investment at the time each such Investment is made, in an aggregate amount at any one time outstanding pursuant to this clause (i) that, at the time each such Investment is made, would not exceed, an amount equal to (i) at any time on or prior to December 31, 2025, the greater of (x) $200.0 million and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis) or (ii) at time on or after January 1, 2026, an annual amount equal to the greater of (x) $75.0 million and (y) 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis), *provided* that to the extent the Consolidated Total Net Leverage Ratio is not greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00

or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00 (calculated on a *Pro Forma* Basis at the time of such Investment), such Investments pursuant to this clause (i) shall be unlimited; plus the amount of any returns (including dividends, payments, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) in respect of such Investments (without duplication for purposes of Section 4.05 of any amounts applied pursuant to Section 4.05(a)(4)(C)) ; *provided*, *however*, that if any Investment pursuant to this clause is made in any Person that is not the Issuer or a Restricted Subsidiary at the date of the making of such Investment and such Person becomes the Issuer or a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (a) or (b) above and shall cease to have been made pursuant to this clause (i);

(j) Investments made as a result of the receipt of non-cash consideration from any Disposition;

(k) Investments made to repurchase or retire Capital Stock or Stock Equivalents of the Issuer or any direct or indirect parent thereof owned by any employee or any stock ownership plan or key employee stock ownership plan of the Issuer (or any direct or indirect parent thereof) in an aggregate amount, when combined with distributions made pursuant to Section 4.05(b)(7), not to exceed the limitations set forth in such Section 4.05(b)(7);

(l) Investments consisting of or resulting from Indebtedness, Liens, dividends or other payments, fundamental changes and dispositions permitted or not otherwise prohibited by Section 4.04 (other than Section 4.04(b)(5), Section 4.04(b)(6) and Section 4.04(b)(7)(ii) hereof), Section 4.06, Section 5.01 and Section 4.05 (other than this clause (l));

(m) loans and advances to any direct or indirect parent of the Issuer in lieu of, and not in excess of the amount of, dividends or other payments to the extent permitted to be made to such parent in accordance with Section 4.05; *provided* that the aggregate amount of such loans and advances shall reduce the ability of the Issuer and the Restricted Subsidiaries to make dividends under the applicable clauses of Section 4.05 by such amount;

(n) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(o) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;

(p) advances of payroll payments to employees, consultants or independent contractors or other advances of salaries or compensation to employees, consultants or independent contractors, in each case in the ordinary course of business;

(q) Guarantee Obligations of the Issuer or any Restricted Subsidiary of leases (other than Capital Leases) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(r) Investments held by a Person acquired (including by way of merger, amalgamation or consolidation) after the Completion Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(s) Investments in agreements relating to Hedging Obligations;

(t) Investments in or by a Receivables Entity or a Securitization Subsidiary arising out of, or in connection with, any Permitted Receivables Financing or Qualified Securitization Financing, as applicable; *provided*, *however*, that any such Investment in a Receivables Entity or a Securitization Subsidiary is in the form of a contribution of additional Receivables Facility Assets or Securitization Assets, as applicable, or as equity, or the lending of cash or cash equivalents to finance the purchase of assets from Issuer or Restricted Subsidiary or otherwise fund required reserves and other accounts permitted or required by the arrangements governing the Permitted Receivables Financing or Qualified Securitization Financing;

(u) Investments consisting of deposits of cash and Cash Equivalents;

(v) other Investments in an amount at any one time outstanding equal to the greater of (i) $150.0 million and (ii) solely on or after the Q2 2024 Financials Date, 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis) plus the amount of any returns (including dividends, payments, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) in respect of such Investments (without duplication for purposes of Section 4.05 of any amounts applied pursuant to Section 4.05(a)(4)(C)); *provided*, *however*, that if any Investment pursuant to this clause is made in any Person that is not the Issuer or a Restricted Subsidiary at the date of the making of such Investment and such Person becomes the Issuer or a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (a) or (b) above and shall cease to have been made pursuant to this clause (v);

(w) Investments consisting of purchases and acquisitions of assets and services in the ordinary course of business (including in respect of construction or restoration activities);

(x) Investments in the ordinary course of business consisting of Article 3 endorsements for collection or deposit and Article 4 customary trade arrangements with customers consistent with past practice;

(y) Investments made as a part of, or in connection with or to otherwise fund the Transactions;

(z) any issuance of letters of credit or surety bonds by, or for the account of, the Issuer and/or any of its Restricted Subsidiaries to support the obligations of any of the Excluded Subsidiaries;

(aa) Investments relating to pension trusts;

(bb) Investments relating to nuclear decommissioning trusts and nuclear insurance and self-insurance organizations or arrangements;

(cc) Investments in the form of, or pursuant to, operating agreements, working interests, royalty interests, mineral leases, processing agreements, farm-out agreements, contracts for the sale, transportation or exchange of oil and natural gas or other fuel or commodities, unitization agreements, pooling agreements, area of mutual interest agreements, production sharing agreements or other similar or customary agreements, transactions, properties, interests or arrangements, and Investments and expenditures in connection therewith or pursuant thereto, in each case, made or entered into in the ordinary course of business;

(dd) to the extent constituting Investments, transactions pursuant to the Shared Services and Tax Agreements;

(ee) Investments in connection with Permitted Reorganization Transactions, IPOCo Transactions or an IPO Reorganization Transaction;

(ff) Investments in deposit accounts, commodities and securities accounts opened in the ordinary course of business;

(gg) Investments solely to the extent such Investments reflect an increase in the value of Investments otherwise permitted under this Indenture;

(hh) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business;

(ii) Investments in the Notes or any other Indebtedness of the Issuer or any Restricted Subsidiary permitted to be incurred pursuant to this Indenture;

(jj) loans to, or letters of credit to be issued on behalf of, any of the Issuer's direct or indirect parent companies or such parents' Subsidiaries for working capital purposes, in each case so long as made in the ordinary course of business or consistent with past practices and in an amount not to exceed $50.0 million at any time outstanding;

(kk) other Investments in an unlimited amount, *provided* that the Consolidated Total Net Leverage Ratio of the Issuer (calculated on a *Pro Forma* Basis at the time of such Investment) shall not be greater than (i) at any time prior to the Q2 2024 Financials Date, 1.75:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.25:1.00;

(ll) Investments in connection with a Permitted Spin-Out Transaction; and

(mm) to the extent constituting Investments:

(i) employment, consulting and severance arrangements between the Issuer and the Restricted Subsidiaries (or any direct or indirect parent of the Issuer) and their respective officers, employees, directors or consultants in the ordinary course of business (including payments, loans and advances in connection therewith) and (ii) issuances of securities, or other payments, awards or grants in cash, securities or otherwise and other transactions pursuant to any equityholder, employee or director equity plan or stock or other equity option plan or any other management or employee benefit plan or agreement, other compensatory arrangement or any stock or other equity subscription, co-invest or equityholder agreement;

(ii) the payment of customary fees and reasonable out of pocket costs to, and indemnities *provided* on behalf of, directors, managers, consultants, officers and employees of the Issuer (or, to the extent attributable to the ownership of the Issuer and its Restricted Subsidiaries, any direct or indirect parent thereof) and the Subsidiaries of the Issuer;

(iii) any customary transactions with a Receivables Entity effected as part of a Permitted Receivables Financing and any customary transactions with a Securitization Subsidiary effected as part of a Qualified Securitization Financing;

(iv) the performance of any and all obligations pursuant to the Shared Services and Tax Agreements and other ordinary course transactions under the intercompany cash management systems with Affiliates and subleases of property from any Affiliate to the Issuer or any of the Restricted Subsidiaries;

(v) the existence and performance of agreements and transactions with any Unrestricted Subsidiary or Excluded Project Subsidiary that were entered into prior to the designation of a Restricted Subsidiary as such Unrestricted Subsidiary or Excluded Project Subsidiary to the extent that the transaction was permitted at the time that it was entered into with such Restricted Subsidiary and transactions entered into by an Unrestricted Subsidiary or Excluded Project Subsidiary with an Affiliate prior to the redesignation of any such Unrestricted Subsidiary or Excluded Project Subsidiary as a Restricted Subsidiary; *provided* that (i) such transaction was not entered into in contemplation of such designation or redesignation, as applicable, and (ii) in the case of an Excluded Project Subsidiary, such agreements and transactions comply with the requirements of the definitions of "Non-Recourse Subsidiary" and "Non-Recourse Debt";

(vi) (i) investments by Permitted Holders in securities of the Issuer or any Restricted Subsidiary (and payment of reasonable out-of-pocket expenses incurred by such Permitted Holders in connection therewith) so long as

the investment is being offered by the Issuer or such Restricted Subsidiary generally to other investors on the same or more favorable terms, and (ii) payments to Permitted Holders in respect of securities or loans of the Issuer or any Restricted Subsidiary contemplated in the foregoing clause (i) or that were acquired from Persons other than the Issuer and the Restricted Subsidiaries, in each case, in accordance with the terms of such securities or loans; *provided*, that with respect to securities of the Issuer or any Restricted Subsidiary contemplated in clause (i) above, such investment constitutes less than 10% of the proposed or outstanding issue amount of such class of securities; and

(vii) transactions with a Person (other than an Unrestricted Subsidiary of the Issuer) that is an Affiliate of the Issuer solely because the Issuer owns, directly or through a Restricted Subsidiary, Capital Stock in, or controls, such Person.

"*Permitted Liens*" means:

(1) Liens in favor of the Issuer or any Subsidiary Guarantor;

(2) Liens created for the benefit of or to secure the Notes or the Subsidiary Guarantees;

(3) Liens on property, assets or Capital Stock of a Person existing at the time such Person is merged with or into or consolidated with, or becomes a Subsidiary of, the Issuer or any Subsidiary of the Issuer; *provided* that such Liens were not incurred in contemplation of such merger or consolidation and do not extend to any property or assets or Capital Stock other than property, assets or Capital Stock of the Person merged into or consolidated with, or that becomes a Subsidiary of, the Issuer or the Subsidiary;

(4) Liens on property, assets or Capital Stock existing at the time of acquisition thereof by the Issuer or any of its Subsidiaries and purchase money or similar Liens; *provided* that such Liens were in existence (or were required to extend to such assets, including by way of an after-acquired property provision) prior to, and not incurred in contemplation of, or to finance, such acquisition, and such Liens do not extend to any property or assets other than such property or assets;

(5) (a) Liens to secure any purchase money obligations or mortgage financings incurred for the purpose of financing or refinancing all or any part of the purchase price or cost of design, construction, lease, installation or improvement of property (real or personal), plant or equipment or other assets, or the Capital Stock of any Person owning such property or assets, or to secure Indebtedness incurred to provide funds for the reimbursement or refinancing of funds expended for the foregoing purposes, *provided* that the Liens securing Indebtedness shall not extend to any property or assets other than that being so acquired, leased, developed, constructed, altered, repaired, improved, purchased, designed, leased or installed, or the Capital Stock of any Person owning such property or assets, and (b) any interest or title of a lessor under, or any Lien

as a consequence of, any Capitalized Lease Obligation, finance lease obligation or operating lease obligation (including, for the avoidance of doubt, any interest or title of a lessor in any property or assets);

(6) Liens existing on, or provided for or required to be granted under written agreements on, the Issue Date (other than under the Exit Facilities Credit Agreement);

(7) Liens arising in relation to any securitization or other structured finance transaction where (a) the primary source of payment of any obligations of the issuer is linked or otherwise related to cash flow from particular property or assets (or where payment of such obligations is otherwise supported by such property or assets) and (b) recourse to the issuer in respect of such obligations is conditional on cash flow from such property or assets;

(8) any extensions, substitutions, replacements or renewals of Liens permitted by this Indenture; *provided* that (a) such Indebtedness (including Indebtedness to renew, refund, refinance, replace, defease or discharge any Indebtedness that such Liens initially secured) is not increased (other than any increase for all accrued interest, premiums (including tender premiums), defeasance costs and fees and expenses in connection therewith) and (b) if the assets securing any such Indebtedness are changed in connection with any such extension, substitution, replacement or renewal, the value of the assets securing such Indebtedness is not increased;

(9) limited recourse Liens in respect of the ownership interests in, or assets owned by, any joint ventures which are not Subsidiaries securing obligations of such joint ventures, and Liens on Capital Stock of any Unrestricted Subsidiary that secure Indebtedness of such Unrestricted Subsidiary;

(10) Liens to secure Indebtedness or other obligations incurred to finance Necessary CapEx that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Indebtedness;

(11) Liens relating to current or future escrow arrangements securing Indebtedness of the Issuer or any Subsidiary Guarantor;

(12) Liens to secure Environmental CapEx Debt that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Environmental CapEx Debt;

(13) Liens permitted to remain outstanding under the Plan;

(14) Liens securing Hedging Obligations;

(15) Liens securing Indebtedness under Section 4.04(b)(1)(A) and Section 4.04(b)(1)(B);

(16) Liens securing Indebtedness under Section 4.04(b)(17) and Section 4.04(b)(41);

(17) Liens securing Indebtedness under Section 4.04(b)(18), *provided that* such Liens shall rank junior to the Lien on the Collateral securing the Obligations under this Indenture and the Notes and the holder(s) of such Liens (or a representative thereof) shall have entered into the Collateral Trust Agreement, a junior lien intercreditor agreement and/or other intercreditor agreements or arrangements that reflects market terms or is otherwise reasonably acceptable to the Issuer; and

(18) Liens securing indebtedness in respect of borrowed money of the Issuer and the Subsidiary Guarantors, in an aggregate principal amount as would not cause (x) in the case of Indebtedness secured by Liens on the Collateral that rank *pari passu* with the Liens securing the Notes, Consolidated First Lien Net Leverage Ratio on the date of incurrence of such Indebtedness (on a *Pro Forma* Basis) to exceed (i) at any time prior to the Q2 2024 Financials Date, 2.00:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.50:1.00 (or, to the extent incurred in connection with or in contemplation of an acquisition (including by way of merger, amalgamation or consolidation), the Consolidated First Lien Net Leverage Ratio (on a *Pro Forma* Basis) shall not be higher than the greater of (a) (i) at any time prior to the Q2 2024 Financials Date, 2.00:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.50:1.00 and (b) the Consolidated First Lien Net Leverage Ratio immediately prior to such transaction) and (y) in the case of other secured Indebtedness, the Consolidated Secured Net Leverage Ratio on the date of incurrence of such Indebtedness (on a *Pro Forma* Basis) to exceed (i) at any time prior to the Q2 2024 Financials Date, 2.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.00:1.00 (or, to the extent incurred in connection with or in contemplation of an acquisition (including by way of merger, amalgamation or consolidation), the Consolidated Secured Net Leverage Ratio (on a *Pro Forma* Basis) shall not be higher than the greater of (a) (i) at any time prior to the Q2 2024 Financials Date, 2.50:1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.00:1.00 and (b) the Consolidated Secured Net Leverage Ratio immediately prior to such transaction).

For purposes of determining compliance with Section 4.06 and this definition of "Permitted Liens", in the event that a Lien meets the criteria of more than one of the categories of Permitted Liens described above in clauses (1) through (18), the Issuer will be permitted, in its sole discretion, (a) to classify such Lien on the date of incurrence and may later reclassify such Lien in any manner (based on the circumstances existing at the time of any such reclassification), (b) may divide and later redivide the amount of such Lien among more than one of such clauses and (c) will only be required to include such Lien in one of any such clauses.

"*Permitted Post-Release Liens*" *means:*

(1) Liens in favor of the Issuer or any Subsidiary Guarantor;

(2) Liens (a) in effect as of, or provided for or required to be granted under written agreements on, the effective date of the Release Event (other than Permitted Liens

incurred pursuant to clause (15) of the definition thereof) or (b) created for the benefit of or to secure the Notes or the Subsidiary Guarantees;

(3) Liens on property, assets or Capital Stock of a Person existing at the time such Person is merged with or into or consolidated with, or becomes a Subsidiary of, the Issuer or any Subsidiary of the Issuer; *provided* that such Liens were not incurred in contemplation of such merger or consolidation and do not extend to any property or assets or Capital Stock other than property, assets or Capital Stock of the Person merged into or consolidated with, or that becomes a Subsidiary of, the Issuer or the Subsidiary;

(4) Liens on property, assets or Capital Stock existing at the time of acquisition thereof by the Issuer or any of its Subsidiaries and purchase money or similar Liens; *provided* that such Liens were in existence (or were required to extend to such assets, including by way of an after-acquired property provision) prior to, and not incurred in contemplation of, or to finance, such acquisition, and such Liens do not extend to any property or assets other than such property or assets;

(5) (a) Liens to secure any purchase money obligations or mortgage financings incurred for the purpose of financing or refinancing all or any part of the purchase price or cost of design, construction, lease, installation or improvement of property (real or personal), plant or equipment or other assets, or the Capital Stock of any Person owning such property or assets, or to secure Indebtedness incurred to provide funds for the reimbursement or refinancing of funds expended for the foregoing purposes, *provided* that the Liens securing Indebtedness shall not extend to any property or assets other than that being so acquired, leased, developed, constructed, altered, repaired, improved, purchased, designed, leased or installed, or the Capital Stock of any Person owning such property or assets, and (b) any interest or title of a lessor under, or any Lien as a consequence of, any Capitalized Lease Obligation, finance lease obligation or operating lease obligation (including, for the avoidance of doubt, any interest or title of a lessor in any property or assets);

(6) Liens existing on, or provided for or required to be granted under written agreements on, the Issue Date (other than under the Exit Facilities Credit Agreement);

(7) Liens arising in relation to any securitization or other structured finance transaction where (a) the primary source of payment of any obligations of the issuer is linked or otherwise related to cash flow from particular property or assets (or where payment of such obligations is otherwise supported by such property or assets) and (b) recourse to the issuer in respect of such obligations is conditional on cash flow from such property or assets;

(8) any extensions, substitutions, replacements or renewals of Liens permitted by this Indenture; *provided* that (a) such Indebtedness (including Indebtedness to renew, refund, refinance, replace, defease or discharge any Indebtedness that such Liens initially secured) is not increased (other than any increase for all accrued interest, premiums (including tender premiums), defeasance costs and fees and expenses in connection

therewith) and (b) if the assets securing any such Indebtedness are changed in connection with any such extension, substitution, replacement or renewal, the value of the assets securing such Indebtedness is not increased;

(9) limited recourse Liens in respect of the ownership interests in, or assets owned by, any joint ventures which are not Subsidiaries securing obligations of such joint ventures, and Liens on Capital Stock of any Unrestricted Subsidiary that secure Indebtedness of such Unrestricted Subsidiary;

(10) Liens to secure Indebtedness or other obligations incurred to finance Necessary CapEx that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Indebtedness;

(11) Liens relating to current or future escrow arrangements securing Indebtedness of the Issuer or any Subsidiary Guarantor;

(12) Liens to secure Environmental CapEx Debt that encumber only the assets purchased, installed or otherwise acquired with the proceeds of such Environmental CapEx Debt;

(13) Liens permitted to remain outstanding under the Plan;

(14) Liens securing Hedging Obligations;

(15) Liens securing Indebtedness under Section 4.04(b)(1)(a) and Section 4.04(b)(1)(b); and

(16) Liens securing Indebtedness in respect of borrowed money of the Issuer and the Subsidiary Guarantors in an aggregate principal amount not to exceed at any one time outstanding the greater of (a) 15% of Consolidated Net Tangible Assets as of June 30, 2023 and (b) 15% of Consolidated Net Tangible Assets.

For purposes of determining compliance with this definition of "Permitted Post-Release Liens", in the event that a Lien meets the criteria of more than one of the categories of Permitted Post-Release Liens described above in clauses (1) through (16), the Issuer will be permitted, in its sole discretion, (a) to classify such Lien on the date of incurrence and may later reclassify such Lien in any manner (based on the circumstances existing at the time of any such reclassification), (b) may divide and later redivide the amount of such Lien among more than one of such clauses and (c) will only be required to include such Lien in one of any such clauses.

"*Permitted Prior Liens*" means, in the case of the First Lien Obligations, Liens permitted by the First Lien Documents to be incurred on a senior basis to the First Lien Obligations.

"*Permitted Receivables Financing*" means any of one or more receivables financing programs as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the obligations of which are non-recourse (except for customary representations, warranties, covenants, guarantees, purchase obligations and indemnities and other customary

forms of support, in each case made in connection with such facilities) to the Issuer and the Restricted Subsidiaries (other than a Receivables Entity) providing for the sale, conveyance, or contribution to capital of Receivables Facility Assets by Participating Receivables Grantors in any transactions or series of transactions purporting to be sales of Receivables Facility Assets, directly or indirectly, to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables Entity that in turn funds such purchase by the direct or indirect sale, transfer, conveyance, pledge, or grant of participation or other interest, including security interest, in such Receivables Facility Assets to a Person that is not a Restricted Subsidiary.

"*Permitted Reorganization Transactions*" means re-organizations and other activities related to tax planning and re-organization, so long as, after giving effect thereto, the security interest for the benefit of the Holders in the Collateral, taken as a whole, is not materially impaired (as determined by the Issuer in good faith).

"*Permitted Sale Leaseback*" means any Sale Leaseback existing on the Completion Date or consummated by the Issuer or any Restricted Subsidiary after the Completion Date; *provided* that any such Sale Leaseback consummated after the Completion Date not between or among (a) the Issuer and the Subsidiary Guarantors or (b) a Restricted Subsidiary that is not a Subsidiary Guarantor and another Restricted Subsidiary that is not a Subsidiary Guarantor is consummated for fair value as determined at the time of consummation in good faith by (i) the Issuer or such Restricted Subsidiary and (ii) in the case of any Sale Leaseback (or series of related Sales Leasebacks) the aggregate proceeds of which exceed $50.0 million, the Board of Directors of the Issuer or such Restricted Subsidiary (which such determination may take into account any retained interest or other Investment of the Issuer or such Restricted Subsidiary in connection with, and any other material economic terms of, such Sale Leaseback).

"*Permitted Spin-Out Entities*" has the meaning provided in the definition of "*Permitted Spin-Out Transactions*".

"*Permitted Spin-Out Transactions*" means (x) the spin-out (through distribution, transfer or otherwise) from the group consisting of the Issuer and its Restricted Subsidiaries of any of the following entities and assets (including the assets of the following entities): (i) Talen Montana Holdings LLC, (ii) Raven Power Generation Holdings LLC (including, without limitation, H.A. Wagner LLC and Brandon Shores LLC) and (iii) one or more to-be-formed entities holding the Issuer's undivided interests in the Keystone and Conemaugh plants and associated membership interests in Keystone Fuels, LLC, Conemaugh Fuels, LLC and Keystone – Conemaugh Projects, LLC (collectively, the "*Permitted Spin-Out Entities*"), which may be done in multiple "spin-out" transactions and may be done at separate intervals and (y) from and after any "spin-out" as described in preceding clause (x), (i) the establishment of one or more revolving credit facilities provided by the Issuer or any of its Restricted Subsidiaries to one or more of (a) the Permitted Spin-Out Entities (or any direct or indirect parent entity of a Permitted Spin-Out Entity or Subsidiary of any such parent entity) and/or (b) any other entity (or any direct or indirect parent entity of such entity or Subsidiary of any such parent entity) that is spun out or holds assets that are spun out to the extent the spin out of such entity or assets is not prohibited by the terms of this Indenture and (ii) the issuance of any letters of credit, bank guarantees, surety or

performance bonds or similar instruments for which the Issuer or any Restricted Subsidiary is obligated to reimburse upon any drawing or payment thereunder (as a primary obligor, guarantor or otherwise), in each case, to support obligations of (a) the Permitted Spin-Out Entities (or any direct or indirect parent entity of a Permitted Spin-Out Entity or Subsidiary of any such parent entity) and/or (b) any other entity (or any direct or indirect parent entity of such entity or Subsidiary of any such parent entity) that is spun out or holds assets that are spun out to the extent the spin out of such entity or assets is not prohibited by the terms of this Agreement, in an aggregate principal amount under clauses (i) and (ii) (or in the case of any letters of credit, bank guarantees, surety or performance bonds or similar instruments, face amount) at any time outstanding not to exceed $100.0 million; *provided* that, solely with respect to clause (x) above, after giving *pro forma* effect to any such Permitted Spin-Out Transaction, no Event of Default shall have occurred or be continuing.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint- stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Plan*" means the Joint Chapter 11 Plan of Reorganization of Talen Energy Supply, LLC and Its Affiliated Debtors, confirmed on December 20, 2022, together with any amendments, supplements, or modifications thereto.

"*Post-Transaction Period*" shall mean, with respect to any Specified Transaction, the period beginning on the date such Specified Transaction is consummated and ending on the last day of the eighth full consecutive fiscal quarter immediately following the date on which such Specified Transaction is consummated.

"*Preferred Stock*" means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

"*Principal Property*" means any building, structure or other facility (together with the land on which it is erected and fixtures comprising a part thereof) used primarily for manufacturing, processing, research, warehousing or distribution owned by the Issuer or any of its Subsidiaries, in each case, located within the United States, that has a book value on the date of which the determination is being made, without deduction of any depreciation reserves, exceeding 2.0% of Total Assets, other than any such facility (or portion thereof) that the Issuer reasonably determines is not material to the business of the Issuer and its Subsidiaries taken as a whole.

"*Private Placement Legend*" means the legend set forth in Section 2.06(f)(1)(A) hereof to be placed on all Notes issued under this Indenture except where otherwise permitted by the provisions of this Indenture.

"*Pro Forma Adjustment*" means, for any Test Period that includes all or any part of a fiscal quarter included in any Post-Transaction Period, with respect to the Acquired EBITDA of the applicable *Pro Forma* Entity or the Consolidated Adjusted EBITDA of the Issuer, the *pro forma* increase or decrease in such Acquired EBITDA or such Consolidated Adjusted EBITDA

(including as the result of any "run-rate" synergies, operating expense reductions and improvements and cost savings and other adjustments), as the case may be, projected by the Issuer in good faith as a result of (a) actions taken or with respect to which substantial steps have been taken or are expected to be taken, prior to or during such Post-Transaction Period for the purposes of realizing cost savings or (b) any additional costs incurred prior to or during such Post- Transaction Period, in each case in connection with the combination of the operations of such *Pro Forma* Entity with the operations of the Issuer and the Restricted Subsidiaries; *provided* that (A) at the election of the Issuer, such *Pro Forma* Adjustment shall not be required to be determined for any *Pro Forma* Entity to the extent the aggregate consideration paid in connection with such acquisition was less than $25,000,000 or the aggregate *Pro Forma* Adjustment would be less than $25.0 million and (B) so long as such actions are taken, or to be taken, prior to or during such Post-Transaction Period or such costs are incurred prior to or during such Post-Transaction Period, as applicable, it may be assumed, for purposes of projecting such *pro forma* increase or decrease to such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, that the applicable amount of such synergies, operating expense reductions and improvements and cost savings and other adjustments will be realizable during the entirety of such Test Period, or the applicable amount of such additional synergies, operating expense reductions and improvements and cost savings and other adjustments, as applicable, will be incurred during the entirety of such Test Period; *provided*, *further* that any such *pro forma* increase or decrease to such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, shall be without duplication for synergies, operating expense reductions and improvements and cost savings and other adjustments or additional costs already included in such Acquired EBITDA or such Consolidated Adjusted EBITDA, as the case may be, for such Test Period.

"*Pro Forma Basis*" and "*Pro Forma Effect*" means, with respect to compliance with any test or covenant hereunder, that (A) to the extent applicable, the *Pro Forma* Adjustment shall have been made and (B) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (i) in the case of a Disposition of all or substantially all Capital Stock in any Subsidiary of the Issuer or any division, product line, or facility used for operations of the Issuer or any Subsidiary of the Issuer, shall be excluded, and (ii) in the case of an acquisition or Investment described in the definition of "Specified Transaction", shall be included, (b) any retirement or repayment of Indebtedness, and (c) any incurrence or assumption of Indebtedness by the Issuer or any Restricted Subsidiary in connection therewith (it being agreed that (x) if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness as at the relevant date of determination, (y) interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by an Authorized Officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP and (z) interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate

actually chosen, or if none, then based upon such optional rate as the Issuer or any applicable Restricted Subsidiary may designate); *provided* that, without limiting the application of the *Pro Forma* Adjustment pursuant to (A) above (but without duplication thereof), the foregoing *pro forma* adjustments may be applied to any such test or covenant solely to the extent that such adjustments are consistent with the definition of "Consolidated Adjusted EBITDA" and give effect to events (including operating expense reductions) that are (i) (x) directly attributable to such transaction and (y) reasonably identifiable and factually supportable in the good faith judgment of the Issuer or (ii) otherwise consistent with the definition of "*Pro Forma* Adjustment".

"*Pro Forma Entity*" has the meaning set forth in the definition of the term "Acquired EBITDA".

"*Public Company Costs*" means costs relating to compliance with the provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees.

"*Q2 2024 Financials Date*" means the date on which financial statements for the fiscal quarter ending June 30, 2024 have been or were required to have been delivered pursuant to Section 4.09.

"*QIB*" means a "qualified institutional buyer" as defined in Rule 144A.

"*Qualified IPO*" means any transaction or series of transactions, including a SPAC IPO, that results in, or following which, any common Equity Interests of the Issuer or any direct or indirect parent company, any SPAC IPO Entity (or its successor by merger, amalgamation or other combination) or any IPO Listco that the Issuer will distribute to its direct or indirect parent company in connection with a Qualified IPO being publicly traded on any United States national securities exchange or over-the-counter market.

"*Qualified Securitization Financing*" means any Securitization Facility (and any guarantee of such Securitization Facility), that meets the following conditions: (i) the Issuer shall have determined in good faith that such Securitization Facility (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Issuer and the Restricted Subsidiaries; (ii) all sales, conveyances, assignments or contributions of Securitization Assets and related assets by the Issuer or any Restricted Subsidiary to the Securitization Subsidiary or any other Person are made at fair market value (as determined in good faith by the Issuer); (iii) the financing terms, covenants, termination events and other provisions thereof shall be on market terms (as determined in good faith by the Issuer) and may include Standard Securitization Undertakings; and (iv) the obligations under such Securitization Facility are nonrecourse (except for customary representations, warranties,

covenants, guarantees, purchase obligations and indemnities made in connection with such facilities) to the Issuer or any Restricted Subsidiary (other than a Securitization Subsidiary).

"*Qualifying Equity Interests*" means Equity Interests of the Issuer other than Disqualified Stock.

"*Rating Agencies*" means (1) Moody's, (2) Fitch, (3) S&P and (4) if any of Moody's, Fitch or S&P shall not make a rating of the Notes available, a Nationally Recognized Statistical Rating Organization selected by the Issuer which shall be substituted for Moody's, Fitch or S&P, as the case may be.

"*Rating Date*" means the earlier of (1) the consummation of a Change of Control, and (2) public announcement of the occurrence of a Change of Control or of the intention of the Issuer to effect a Change of Control.

"*Rating Decline*" means the decrease in the rating of a series of Notes by two or more Rating Agencies by one or more gradations (including gradations within rating categories as well as between rating categories) from its rating on the Rating Date, or the withdrawal of a rating of the Notes by two or more Rating Agencies, in each case on, or within 60 days after, the Rating Date (which period shall be extended so long as the rating of the Notes is under publicly announced consideration by any of the Rating Agencies); *provided* that such Rating Agencies have confirmed that such decrease in or withdrawal of rating is a result of the Change of Control, and *provided further,* that no Rating Decline shall occur if following such decrease in rating, (x) the Notes are rated Investment Grade by at least two Rating Agencies or (y) the ratings of the Notes by at least two Rating Agencies are equal to or better than their respective ratings on the Issue Date.

"*Receivables Entity*" means any Person formed solely for the purpose of (i) facilitating or entering into one or more Permitted Receivables Financings, and (ii) in each case, engaging in activities reasonably related or incidental thereto.

"*Receivables Facility Assets*" means currently existing and hereafter arising or originated Accounts, Payment Intangibles and Chattel Paper (as each such term is defined in the UCC) owed or payable to any Participating Receivables Grantor, and to the extent related to or supporting any Accounts, Chattel Paper or Payment Intangibles, or constituting a receivable, all General Intangibles (as each such term is defined in the UCC) and other forms of obligations and receivables owed or payable to any Participating Receivables Grantor, including the right to payment of any interest, finance charges, late payment fees or other charges with respect thereto (the foregoing, collectively, being "receivables"), all of such Participating Receivables Grantor's rights as an unpaid vendor (including rights in any goods the sale of which gave rise to any receivables), all security interests or liens and property subject to such security interests or liens from time to time purporting to secure payment of any receivables or other items described in this definition, all guarantees, letters of credit, security agreements, insurance and other agreements or arrangements from time to time supporting or securing payment of any receivables or other items described in this definition, all customer deposits with respect thereto, all rights under any contracts giving rise to or evidencing any receivables or other items described in this

definition, and all documents, books, records and information (including computer programs, tapes, disks, data processing software and related property and rights) relating to any receivables or other items described in this definition or to any obligor with respect thereto and all proceeds of such receivables and any other assets customarily transferred together with receivables in connection with a non-recourse accounts receivable factoring arrangement and which are sold, conveyed assigned or otherwise transferred or pledge in connection with a Permitted Receivables Financing, and all proceeds of the foregoing.

"*Receivables Fees*" means distributions or payments made directly or by means of discounts with respect to any Receivables Facility Assets or participation interest therein issued or sold in connection with, and other fees and expenses (including reasonable fees and expenses of legal counsel) paid to a Person that is not a Restricted Subsidiary in connection with any Permitted Receivables Financing.

"*Receivables Indebtedness*" means, at any time, with respect to any receivables, securitization or similar facility (including any Permitted Receivables Financing or any Securitization Facility but excluding any account receivable factoring facility entered into incurred in the ordinary course of business), the aggregate principal, or stated amount, of the "indebtedness," fractional undivided interests (which stated amount may be described as a "net investment" or similar term reflecting the amount invested in such undivided interest) or other securities incurred or issued pursuant to such receivables, securitization or similar facility, at such time, in each case outstanding at such time, owing to any Person who is not the Issuer or any Restricted Subsidiary.

"*Registrar*" means the office or agency where Notes may be presented for registration of transfer or for exchange. The term "Registrar" includes any co-registrar.

"*Regulation S*" means Regulation S promulgated under the Securities Act.

"*Regulation S Global Note*" means a Regulation S Permanent Global Note or Regulation S Temporary Global Note, as appropriate.

"*Regulation S Permanent Global Note*" means a permanent Global Note in the form of Exhibit A hereto, bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depository or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Distribution Compliance Period.

"*Regulation S Temporary Global Note*" means a temporary Global Note in the form of Exhibit A hereto, bearing the Global Note Legend, the Private Placement Legend and Regulation S Temporary Global Note Legend and deposited with or on behalf of, and registered in the name of, the Depository or its nominee, issued in a denomination equal to the outstanding principal amount of the Notes sold for initial resale in reliance on Rule 903 of Regulation S.

"*Regulation S Temporary Global Note Legend*" means the legend set forth in Section 2.06(f)(3) to be placed on all Regulation S Temporary Global Notes issued under this Indenture.

"*Release Event*" means, with respect the Notes, the occurrence of an event as a result of which all Collateral securing the Notes is permitted to be released in accordance with the terms of this Indenture and the Note Security Documents, it being understood that any action taken by the Issuer or its Affiliates to, solely at its option, provide Collateral to secure the Notes that is not required to be provided pursuant to the terms of this Indenture and the Note Security Documents, shall not be deemed to cause such Release Event to not have occurred; *provided* that the Issuer will be permitted to elect that the occurrence of an Investment Grade Event will not constitute a Release Event for purposes of this Indenture.

"*Release Period*" means the period of time between the Release Event and the Reversion Date.

"*Responsible Officer*" means (i) when used with respect to the Trustee, any vice president, assistant vice president, any assistant secretary, any assistant treasurer, any associate or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers, in each case, who at such time shall have direct responsibility for the administration of this Indenture and, with respect to a particular matter, any other officer of the Trustee to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject, and (ii) when used with respect to any other Person, the chief executive officer, chief financial officer, treasurer or general counsel of such person.

"*Restricted Definitive Note*" means a Definitive Note bearing the Private Placement Legend.

"*Restricted Global Note*" means a Global Note bearing the Private Placement Legend.

"*Restricted Investment*" means any Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means any Subsidiary of the Issuer other than an Unrestricted Subsidiary; *provided, however*, that, after any Restricted Subsidiary is designated as an "Excluded Project Subsidiary" in accordance with the definition thereof (and until such time as such "Excluded Project Subsidiary" is redesignated as a "Restricted Subsidiary"), such Excluded Project Subsidiary shall not constitute a Restricted Subsidiary for purposes of the provisions set forth in this Indenture, other than under Section 4.06.

"*Reversion Date*" means the date on which any two Rating Agencies withdraw their Investment Grade rating of the senior, unsecured, long-term debt securities of the Issuer or downgrade such rating below Investment Grade.

"*RTO*" means "regional transmission organization" as further defined by the Federal Energy Regulatory Commission's policies, orders and regulations.

"*Rule 144*" means Rule 144 adopted by the SEC under the Securities Act.

"*Rule 144A*" means Rule 144A adopted by the SEC under the Securities Act.

"*S&P*" means S&P Global Ratings (a division of S&P Global, Inc.) or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Sale Leaseback*" means any transaction or series of related transactions pursuant to which the Issuer or any Restricted Subsidiary (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

"*Screened Affiliate*" means any Affiliate of a Holder (i) that makes investment decisions independently from such Holder and any other Affiliate of such Holder that is not a Screened Affiliate, (ii) that has in place customary information screens between it and such Holder and any other Affiliate of such Holder that is not a Screened Affiliate and such screens prohibit the sharing of information with respect to the Issuer or its Subsidiaries, (iii) whose investment policies are not directed by such Holder or any other Affiliate of such Holder that is acting in concert with such Holder in connection with its investment in the Notes, and (iv) whose investment decisions are not influenced by the investment decisions of such Holder or any other Affiliate of such Holder that is acting in concert with such Holder in connection with its investment in the Notes.

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

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"*Securitization Asset*" means (a) any accounts receivable, inventory or related assets and the proceeds thereof, in each case, subject to a Securitization Facility and (b) all collateral securing such receivable, inventory or related asset, all contracts and contract rights, guaranties or other obligations in respect of such receivable, inventory or related asset, lockbox accounts and records with respect to such account or asset and all proceeds of such assets and any other assets customarily transferred (or in respect of which security interests are customarily granted), together with accounts or assets in a securitization financing and which in the case of clause (a) and (b) above are sold, conveyed, assigned or otherwise transferred or pledged in connection with a Qualified Securitization Financing.

"*Securitization Facility*" means any transaction or series of securitization financings that may be entered into by the Issuer or any Restricted Subsidiary pursuant to which the Issuer or any such Restricted Subsidiary may sell, convey, assign, contribute or otherwise transfer, or may grant a security interest in, Securitization Assets, directly or indirectly, to either (a) a Person that is not the Issuer or a Restricted Subsidiary or (b) a Securitization Subsidiary that in turn sells such Securitization Assets to a Person that is not the Issuer or a Restricted Subsidiary, or may grant a security interest in, any Securitization Assets of the Issuer or any of its Subsidiaries.

"*Securitization Fees*" means distributions or payments made directly or by means of discounts with respect to any Securitization Asset or participation interest therein issued or sold in connection with, and other fees and expenses (including reasonable fees and expenses of legal

counsel) paid to a Person that is not the Issuer or a Restricted Subsidiary in connection with, any Qualified Securitization Financing.

"*Securitization Repurchase Obligation*" means any obligation of a seller or servicer (or any guaranty of such obligation) of (i) Receivables Facility Assets under a Permitted Receivables Financing to repurchase, or otherwise make payments with respect to, Receivables Facility Assets or (ii) Securitization Assets in a Qualified Securitization Financing to repurchase, or otherwise make payments with respect to, Securitization Assets, in either case, arising as a result of a breach of a representation, warranty or covenant or otherwise, including, without limitation, as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller or servicer.

"*Securitization Subsidiary*" means any Subsidiary of the Issuer in each case formed for the purpose of, and that solely engages in, one or more Qualified Securitization Financings and other activities reasonably related thereto or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which the Issuer or any Restricted Subsidiary makes an Investment and to which the Issuer or such Restricted Subsidiary sells, conveys, assigns or otherwise transfers Securitization Assets and related assets.

"*Series of First Lien Debt*" means, severally, the Exit Facilities Credit Agreement, the Notes, certain Hedging Obligations under secured hedging agreements described in the Collateral Trust Agreement, and each other issue or series of First Lien Debt.

"*Shared Services and Tax Agreements*" means, collectively, (i) any shared services or similar agreement to which the Issuer or any of its Restricted Subsidiaries is a party and (ii) any tax sharing agreements to which the Issuer or any of its Restricted Subsidiaries is a party.

"*Short Derivative Instrument*" means a Derivative Instrument (i) the value of which generally decreases, and/or the payment or delivery obligations under which generally increase, with positive changes to the Performance References and/or (ii) the value of which generally increases, and/or the payment or delivery obligations under which generally decrease, with negative changes to the Performance References.

"*Significant Subsidiary*" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the Issue Date.

"*Similar Business*" means any business conducted or proposed to be conducted by the Issuer and the Restricted Subsidiaries, taken as a whole, on the Completion Date or any other business activities which are reasonable extensions thereof or otherwise similar, incidental, corollary, complementary, synergistic, reasonably related, or ancillary to any of the foregoing (including non-core incidental businesses acquired in connection with any acquisition or Investment), in each case as determined by the Issuer in good faith.

"*SPAC IPO*" means the acquisition, purchase, merger, amalgamation or other combination of the Issuer or any direct or indirect parent company, by, or with, a publicly traded special purpose acquisition company or targeted acquisition company or any entity similar to the foregoing (a "SPAC IPO Entity") that results in any common Equity Interests of the Issuer, any direct or indirect parent company of the Issuer or such SPAC IPO Entity (or its successor by merger, amalgamation or other combination) being publicly traded on any United States national securities exchange or over-the-counter market.

"*Specified Transaction*" means any incurrence or repayment of Indebtedness (other than for working capital purposes) or any Investment that results in a Person becoming a Subsidiary of the Issuer, any acquisition permitted under this Indenture, any asset disposition that results in a Restricted Subsidiary ceasing to be a Subsidiary of the Issuer, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person, or any asset sale of a business unit, line of business or division of the Issuer or a Restricted Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise.

"*Standard Securitization Undertakings*" means representations, warranties, covenants and indemnities entered into by the Issuer or any Restricted Subsidiary which the Issuer has determined in good faith to be customary in a Securitization Facility, including, without limitation, those relating to the servicing of the assets of a Securitization Subsidiary, it being understood that any Securitization Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for payment thereof *provided that*, with respect to any pollution control revenue bonds or similar instruments, the Stated Maturity of any series thereof shall be deemed to be the date set forth in any instrument governing such Indebtedness for the remarketing of such Indebtedness.

"*Stock Equivalents*" means all securities convertible into or exchangeable for Capital Stock and all warrants, options or other rights to purchase or subscribe for any Capital Stock, whether or not presently convertible, exchangeable or exercisable, *provided* that any instrument evidencing Indebtedness convertible or exchangeable for Stock Equivalents shall not be deemed to be Stock Equivalents unless and until such instrument is so converted or exchanged.

"*Subordinated Indebtedness*" means, with respect to the Notes and the Subsidiary Guarantees, (1) any Indebtedness of the Issuer which is by its terms subordinated in right of payment to the Notes, and (2) any Indebtedness of any Subsidiary Guarantor which is by its terms subordinated in right of payment to the Subsidiary Guarantee of such entity.

"*Subsidiary*" means, with respect to any specified Person:

(1) any corporation more than 50% of whose Capital Stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time Capital Stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries; and

(2) any limited liability company, partnership, association, joint venture or other entity of which such Person directly or indirectly through Subsidiaries has more than a 50% equity interest at the time or is a controlling general partner.

"*Subsidiary Guarantee*" means the guarantee by each Subsidiary Guarantor of the Issuer's obligations under this Indenture and the Notes, executed pursuant to the provisions of this Indenture or a supplemental indenture thereto. On the Issue Date, there will be no Subsidiary Guarantors. As of the Completion Date, the Issuer and each of its Restricted Subsidiaries that guarantees the Obligations under the Exit Facilities Credit Agreement will be required to execute and deliver a supplemental indenture to this Indenture, the form of which is attached as Exhibit D hereto, pursuant to which each such Restricted Subsidiary shall provide a Subsidiary Guarantee.

"*Subsidiary Guarantor*" means any of the Issuer's current and future Wholly Owned Domestic Subsidiaries that guarantees the Notes pursuant to the provisions of this Indenture, in each case, until the Subsidiary Guarantee of such Person has been released in accordance with the provisions of this Indenture; *provided*, for the avoidance of doubt, Subsidiary Guarantor shall not include any Excluded Subsidiary unless the Issuer otherwise affirmatively elects to have such Excluded Subsidiary become a Subsidiary Guarantor.

"*Susquehanna*" means Susquehanna Nuclear, LLC and any of its successors and assigns.

"*Susquehanna Assets*" means (a) any Equity Interests of Susquehanna and (b) any assets (other than cash and Cash Equivalents) owned by Susquehanna as of the Completion Date.

"*Swap Termination Value*" means, in respect of any one or more hedging agreements, after taking into account the effect of any legally enforceable netting agreement relating to such hedging agreements, (a) for any date on or after the date such hedging agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined in accordance with GAAP.

"*Taxes*" means any and all present or future taxes, duties, levies, imposts, assessments, deductions, withholding (including backup withholdings) or other similar charges imposed by any Governmental Authority whether computed on a separate, consolidated, unitary, combined or other basis and any interest, fines, penalties or additions to tax with respect to the foregoing.

"*Term C Collateral Account*" means one or more cash collateral accounts or securities accounts established for the purpose of cash collateralizing any Obligations in respect of term letters of credit pursuant to the Exit Facilities Credit Agreement.

"*Test Period*" means, for any determination under this Indenture, the four consecutive fiscal quarters of the Issuer then last ended and for which financial statements have been or were required to have been delivered pursuant to Section 4.09 (or, before the first delivery of such financial statements, the four fiscal quarter period ended December 31, 2022).

"*TIA*" means the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbbb).

"*Total Assets*" means, as of any date of determination, the total consolidated assets of the Issuer and its Subsidiaries, determined in accordance with GAAP, as shown on the most recent balance sheet of the Issuer, and after giving *pro forma* effect to any acquisition or disposal of any property or assets consummated after the date of the applicable balance sheet and on or prior to the date of determination.

"*Transaction Expenses*" means any fees, costs, liabilities or expenses incurred or paid by the Issuer or any of its Subsidiaries in connection with the Transactions, the Note Documents, the Exit Facilities Credit Agreement and related documents and the transactions contemplated thereby including in respect of the commitments, negotiation, syndication, documentation and closing (and post-closing actions in connection with the Collateral) of the foregoing.

"*Transactions*" means collectively, the (i) transactions contemplated by the Offering Circular to occur on or around the Completion Date (including the refinancing of the Existing Secured Financing Agreements), (ii) the entry into the Exit Facilities Credit Agreement and other letter of credit facilities, and the funding thereunder, (iii) the consummation of the Completion Date Rights Offering, (iv) the issuance of the Notes and (v) the transactions in connection with the consummation of the Plan, and the payment of fees, costs, liabilities and expenses in connection with each of the foregoing and the consummation of any other transaction connected with the foregoing.

"*Trustee*" means the Person named as the "Trustee" in the first paragraph of this instrument until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean such successor Trustee.

"*UCC*" means the Uniform Commercial Code of the State of New York or of any other state the laws of which are required to be applied in connection with the security interests in any Collateral.

"*Unit*" means an individual power plant generation system comprised of all necessary physically connected generators, reactors, boilers, combustion turbines and other prime movers operated together to independently generate electricity.

"*Unrestricted Cash*" shall mean, without duplication, (a) all cash and cash equivalents included in the cash and cash equivalents accounts listed on the consolidated balance sheet of the

Issuer and the Restricted Subsidiaries as at such date (other than any such amounts listed as "restricted cash" thereon) and (b) all margin deposits related to commodity positions listed as assets on the consolidated balance sheet of the Issuer and the Restricted Subsidiaries; *provided* that Unrestricted Cash shall not include any amounts on deposit in or credited to any Term C Collateral Account.

"*Unrestricted Definitive Note*" means a Definitive Note that does not bear and is not required to bear the Private Placement Legend.

"*Unrestricted Global Note*" means a Global Note that does not bear and is not required to bear the Private Placement Legend.

"*Unrestricted Subsidiary*" means

(1) as of the Issue Date, Cumulus Digital Holdings LLC, Cumulus Digital LLC, Cumulus Data Holdings LLC, Cumulus Data LLC, Cumulus Coin Holdings LLC, Cumulus Coin LLC, Nautilus Cryptomine LLC, Cumulus Compute Holdings LLC, Barney Davis Coin LLC, Montour Coin LLC, Lonestar Coin LLC, Cumulus Battery Storage Holdings LLC, Cumulus Battery Storage LLC, Cumulus PT Energy Transitions Holdings LLC, Cumulus Real Estate Holdings LLC, Cumulus Renewables Holdings LLC, Cumulus Renewables LLC, Brandon Shores Battery Storage LLC, Newark Bay Battery Storage LLC, Camden Battery Storage LLC, Fishbach Battery Storage LLC, Wagner Battery Storage LLC, Wagner Battery Storage Two LLC, Harwood Battery Storage LLC, West Shore Battery Storage LLC, Jenkins Battery Storage LLC, Williamsport Battery Storage LLC, Lower Mount Bethel Battery Storage LLC, York Battery Storage LLC, Martins Creeks Battery Storage LLC, Cumulus PJM Renewables LLC, Cumulus Northwest Renewables LLC, Silverthorn Solar LLC, Silverthorn Wind Two LLC, Cumulus Texas Renewables LLC, Noria Hondo Solar LLC, Cumulus MS Holdings LLC, Cumulus MS Holdings Two LLC, Cumulus HS Holdings LLC, Cumulus SS Holdings LLC, Martins Creek Solar LLC, Brunner Island Solar LLC, LMBE-MC Holdco I LLC, LMBE-MC Holdco II LLC, LMBE Project Company LLC, and MC Project Company LLC;

(2) any Restricted Subsidiary designated by the Issuer as an "Unrestricted Subsidiary" following the Issue Date pursuant to Section 4.10 until its re-designation as a Restricted Subsidiary thereunder; and

(3) any Subsidiary of an Unrestricted Subsidiary.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person under ordinary circumstances.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years (calculated to the nearest one- twelfth) from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Preferred Stock multiplied by the amount of such payment; by

(2) the sum of all such payments.

"*Wholly Owned Domestic Subsidiary*" means, as to any Person, any Wholly Owned Subsidiary of such Person which is a Domestic Subsidiary.

"*Wholly Owned Subsidiary*" means, as to any Person, (i) any corporation 100% of whose Capital Stock is at the time owned by such Person and/or one or more Wholly Owned Subsidiaries of such Person and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Wholly Owned Subsidiaries of such Person has a 100% Equity Interest at such time (other than, in the case of a Foreign Subsidiary of the Issuer with respect to the preceding clauses (i) and (ii), director's qualifying shares and/or other nominal amount of shares required to be held by Persons other than the Issuer and its Subsidiaries under Applicable Law).

Section 1.02 Other Definitions.

Term	**Defined in Section**
"*Additional Notes Special Mandatory Redemption*"	Section 2.07(a)(5)
"*Applicable Premium Deficit*"	Section 3.07
"*Change of Control Offer*"	Section 4.11(a)
"*Change of Control Payment*"	Section 4.11(a)
"*Change of Control Payment Date*"	Section 4.11(a)(2)
"*Covenant Defeasance*"	Section 8.03
"*Covenant Failure Officer's Certificate*"	Section 6.09(b)
"*Covenant Satisfaction Officer's Certificate*"	Section 6.09(b)
"*Covenant Suspension Event*"	Section 4.13
"*Directing Holder*"	Section 6.09(a)

Term	Defined in Section
"*Event of Default*"	Section 6.01
"*Final Decision*"	Section 6.09(b)
"*Increased Amount*"	Section 4.06(c)
"*incur*"	Section 4.04(a)
"*Legal Defeasance*"	Section 8.02
"*Litigation*"	Section 6.09(b)
"*Noteholder Direction*"	Section 6.09(a)
"*Notes Obligations*"	Section 12.01(a)
"*Payment Default*"	Section 6.01(a)(4)(A)
"*Position Representation*"	Section 6.09(a)
"*Successor Issuer*"	Section 5.01(a)(1)(B)
"*Successor Subsidiary Guarantor*"	Section 5.02(a)(1)(B)
"*Suspended Covenants*"	Section 4.13(a)
"*Suspension Period*"	Section 4.13(b)
"*Verification Covenant*"	Section 6.09(a)
"*Verification Covenant Officer's Certificate*"	Section 6.09(b)

Section 1.03 Rules of Construction.

Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) words in the singular include the plural, and in the plural include the singular;

(5) "will" shall be interpreted to express a command;

(6) "including" or "include" means including or include without limitation;

(7) provisions apply to successive events and transactions; and

(8) references to sections of or rules under the Securities Act will be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time.

The terms and provisions contained in this Indenture will apply to any Notes issued from time to time pursuant to this Indenture and any Subsidiary Guarantees thereof, except as may be otherwise provided in a supplemental indenture with respect to such Notes.

Section 1.04 Limited Condition Transactions; Measuring Compliance.

(a) With respect to any (x) Investment or acquisition merger or other similar transaction that the Issuer or one or more of its Restricted Subsidiaries is contractually committed to consummate and whose consummation is not conditioned on the availability of, or on obtaining, third-party financing and (y) redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness or Preferred Stock requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment (any transaction described in clauses (x) or (y), a "*Limited Condition Transaction*"), in each case for purposes of determining:

(1) whether any Indebtedness (including Acquired Indebtedness), Disqualified Stock or Preferred Stock that is being incurred or issued in connection with such Limited Condition Transaction is permitted to be incurred in compliance with Section 4.04;

(2) whether any Lien being incurred in connection with such Limited Condition Transaction or to secure any such Indebtedness or Preferred Stock is permitted to be incurred in accordance with Section 4.06 or the definitions of "Permitted Liens" or "Permitted Post-Release Liens";

(3) whether any other transaction (including any Investment or Restricted Payment) undertaken or proposed to be undertaken in connection with such Limited Condition Transaction complies with the covenants or agreements contained in this Indenture or the Notes; and

(4) any calculation of the Fixed Charge Coverage Ratio, Consolidated Total Net Leverage Ratio, Consolidated Secured Net Leverage Ratio, Consolidated First Lien Net Leverage Ratio, Consolidated Total Net Debt, Consolidated Senior Secured Net Debt, Consolidated Net Income, Consolidated Adjusted EBITDA, Consolidated Net Tangible Assets and/or Total Assets and, whether a Default or Event of Default exists in

connection with the foregoing, at the option of the Issuer, (i) the date that the definitive agreement (or other relevant definitive documentation) for such Limited Condition Transaction is entered into (or the date of the effectiveness of any documentation or agreement with a substantially similar effect as a binding acquisition agreement), (ii) at the time that binding commitments to provide any debt contemplated or incurred in connection therewith are provided or at the time such debt is incurred or (iii) at the time of the consummation of the relevant Limited Condition Transaction (the "*Transaction Agreement Date*") may be used as the applicable date of determination, as the case may be, in each case with such *pro forma* adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio", "Consolidated Secured Net Leverage Ratio" or "Consolidated Adjusted EBITDA" and if the Issuer or the Subsidiary Guarantors could have taken such action on the relevant Transaction Agreement Date in compliance with the applicable ratios or other provisions, such provisions shall be deemed to have been complied with. For the avoidance of doubt, if the Issuer elects to use the Transaction Agreement Date as the applicable date of determination in accordance with the foregoing, (a) such election may not be revoked, (b) any fluctuation or change in the Fixed Charge Coverage Ratio, Consolidated Total Net Leverage Ratio, Consolidated Secured Net Leverage Ratio, Consolidated First Lien Net Leverage Ratio, Consolidated Total Net Debt, Consolidated Senior Secured Net Debt, Consolidated Net Income, Consolidated Adjusted EBITDA, Consolidated Net Tangible Assets and/or Total Assets of the Issuer, the target business, or assets to be acquired subsequent to the Transaction Agreement Date and prior to the consummation of such Limited Condition Transaction, will not be taken into account for purposes of determining whether any Investment, Restricted Payment, Indebtedness, Preferred Stock or Lien that is being made, incurred or issued in connection with such Limited Condition Transaction is permitted to be made, incurred or issued or in connection with compliance by the Issuer or any of the Subsidiary Guarantors with any other provision of this Indenture or the Notes or any other action or transaction undertaken in connection with such Limited Condition Transaction and (c) until such Limited Condition Transaction is consummated or the definitive agreements related thereto are terminated, such Limited Condition Transaction and all transactions proposed to be undertaken in connection therewith (including the making of any Restricted Payment or Investment or the incurrence or issuance of Indebtedness, Preferred Stock and Liens) will be given *pro forma* effect when determining compliance of other transactions (including the making of any Restricted Payment or Investment or the incurrence or issuance of Indebtedness, Preferred Stock and Liens unrelated to such Investment, acquisition or repayment, repurchase or refinancing of Indebtedness) that are consummated after the Transaction Agreement Date and on or prior to the consummation of such Limited Condition Transaction and any such transactions (including any incurrence or issuance of Indebtedness, or Preferred Stock and the use of proceeds thereof) will be deemed to have occurred on the Transaction Agreement Date and outstanding thereafter for purposes of calculating any baskets or ratios under this Indenture after the date of such agreement and before the consummation of such Limited Condition Transaction; *provided* that for purposes of any such calculation of Consolidated Adjusted EBITDA, total interest expense will be calculated using an

assumed interest rate for the Indebtedness to be incurred in connection with such Limited Condition Transaction based on the indicative interest margin contained in any financing commitment documentation with respect to such Indebtedness or, if no such indicative interest margin exists, as reasonably determined by the Issuer in good faith.

(b) Notwithstanding anything herein to the contrary, if the Issuer or any of the Subsidiary Guarantors (x) incurs Indebtedness, issues Preferred Stock, creates Liens, makes Investments, makes Restricted Payments, designates any Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary or repays any Indebtedness or Preferred Stock in connection with any Limited Condition Transaction under a ratio-based basket and (y) incurs Indebtedness, issues Preferred Stock, creates Liens, makes Investments or Restricted Payments, designates any as a Restricted Subsidiary or an Unrestricted Subsidiary or repays any Indebtedness or Preferred Stock in connection with any Limited Condition Transaction under a non-ratio-based basket (which shall occur within five (5) Business Days of the events in clause (x) above), then the applicable ratio will be calculated with respect to any such action under the applicable ratio-based basket without regard to any such action under such non-ratio-based basket made in connection with such Limited Condition Transaction.

(c) Notwithstanding anything herein to the contrary, for the purposes of this Section 1.04, compliance with any requirement relating to absence of Default or Event of Default may be determined as of the Transaction Agreement Date and not as of any later date as would otherwise be required under this Indenture.

(d) In the event any Indebtedness, Preferred Stock or Lien is incurred or issued or other transaction is undertaken on the same date that any other Indebtedness, Preferred Stock or Lien is incurred or issued or other transaction is undertaken on reliance on a ratio basket based on the Fixed Charge Coverage Ratio, the Consolidated Total Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or the Consolidated First Lien Net Leverage Ratio, then such ratio(s) will be calculated with respect to such incurrence, issuance or other transaction without regard to any other incurrence, issuance or transaction. Each item of Indebtedness, Preferred Stock or Lien incurred or issued and each other transaction undertaken will be deemed to have been incurred, issued or taken first, to the extent available, pursuant to the relevant Fixed Charge Coverage Ratio, Consolidated Total Net Leverage Ratio, Consolidated Secured Net Leverage Ratio or Consolidated First Lien Net Leverage Ratio test.

ARTICLE 2
THE NOTES

Section 2.01 Form and Dating.

(a) *General.* The Notes shall be issued in registered global form (except as otherwise permitted herein with respect to Definitive Notes) without interest coupons. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. The Issuer shall furnish any such notations, legends or endorsements to the Trustee in writing. Each Note shall be dated the date of its authentication. The Notes shall be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Issuer, the Subsidiary Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby.

(b) Global Notes.

(1) Notes issued in global form shall be substantially in the form of Exhibit A attached hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form shall be substantially in the form of Exhibit A attached hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note shall represent such of the outstanding Notes as will be specified therein and each shall provide that it represents the aggregate principal amount of outstanding Notes from time to time as reflected in the records of the Trustee and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. The Trustee's records shall be noted to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

(2) Notes sold within the United States of America to QIBs pursuant to Rule 144A under the Securities Act shall be issued initially in the form of one or more 144A Global Notes, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Custodian for DTC and registered in the name of Cede & Co., the nominee of DTC, duly executed by the Issuer and authenticated by the Trustee or the authenticating agent as provided herein. The aggregate principal amount of the 144A Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depository or its nominee, as the case may be, in connection with transfers of interests as hereinafter provided.

(3) Notes transferred to Institutional Accredited Investors shall be initially in the form of one or more IAI Global Notes, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Custodian for DTC and registered in the name of Cede & Co., the nominee of DTC, duly executed by the Issuer and authenticated by the Trustee or the authenticating agent as provided herein. The aggregate principal amount of the IAI Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depository or its nominee, as the case may be, in connection with transfers of interests as hereinafter provided.

(4) Notes offered and sold in reliance on Regulation S shall be issued initially in the form of one or more Regulation S Temporary Global Notes, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Custodian for DTC and registered in the name of Cede & Co., the nominee of DTC, duly executed

by the Issuer and authenticated by the Trustee or the authenticating agent as provided herein. In no event shall any Issuer hold an interest in a Regulation S Temporary Global Note other than directly or indirectly in or through accounts maintained at Euroclear or Clearstream as indirect participants in DTC. Prior to the termination of the Distribution Compliance Period, an interest in a Regulation S Temporary Global Note may not be transferred to or for the account or benefit of a "U.S. Person" (as defined in Rule 902(k) of Regulation S) (other than a "distributor" (as defined in Rule 902(d) of Regulation S)).

(5) Following the termination of the Distribution Compliance Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in the Regulation S Permanent Global Note pursuant to the Applicable Procedures. Simultaneously with the authentication of such Regulation S Permanent Global Note, the Trustee shall, upon receipt of an Issuer Order, cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Notes and the Regulation S Permanent Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depository or its nominee, as the case may be, in connection with transfers of interests as hereinafter provided.

(c) *Book-Entry Provisions*. Ownership of beneficial interests in the Global Notes shall be limited to persons that have accounts with DTC or persons that may hold interests through such participants, including through Euroclear and Clearstream. Ownership of beneficial interests in the Global Notes and transfers thereof shall be subject to restrictions on transfer and certification requirements as set forth herein. Participants and Indirect Participants shall have no rights under this Indenture or any Global Note with respect to any Global Note held on their behalf by the Depository or by the Trustee as custodian for the Depository, and the Depository shall be treated by the Issuer, the Trustee and any agent of the Issuer or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository and its Participants or Indirect Participants, the Applicable Procedures or the operation of customary practices of the Depository governing the exercise of the rights of a holder of a beneficial interest in any Global Note.

(d) *DTC, Euroclear and Clearstream Procedures Applicable* . Transfers of beneficial interests in the Global Notes between participants in DTC, participants in Euroclear or participants in Clearstream shall be effected by DTC, Euroclear or Clearstream pursuant to customary procedures and subject to the applicable rules and procedures established by DTC, Euroclear or Clearstream and their respective participants.

Section 2.02 Execution and Authentication.

One Officer must sign the Notes for the Issuer by manual, facsimile or .pdf signature.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note will nevertheless be valid.

A Note will not be valid until authenticated by the manual signature of the Trustee. The signature will be conclusive evidence that the Note has been authenticated under this Indenture. A Note shall be dated the date of its authentication.

The Trustee shall, upon receipt of an Issuer Order, authenticate Notes for original issue under this Indenture. The aggregate principal amount of Notes outstanding at any time may not exceed the aggregate principal amount of Notes authorized for issuance by the Issuer pursuant to one or more Issuer Orders, except as provided in Section 2.07 hereof.

The Trustee shall not be required to authenticate such Notes if the issue thereof will adversely affect the Trustee's own rights, duties or immunities under the Notes and this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee.

The Trustee may appoint an authenticating agent acceptable to the Issuer to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders, the Issuer or an Affiliate of the Issuer.

Section 2.03 Registrar and Paying Agent.

(a) The Issuer will maintain a Registrar and a Paying Agent with respect to the Notes issued pursuant to this Indenture. The Registrar will keep a register of the Holders and the Notes and of their transfer and exchange. The Issuer may appoint one or more co-registrars and one or more additional Paying Agents and may change any Paying Agent or Registrar without notice to any Holder. The Issuer will notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. The Issuer or any of the Issuer's Subsidiaries may act as Paying Agent or Registrar.

(b) The Issuer initially appoints DTC to act as Depository with respect to the Global Notes.

(c) The Issuer initially appoints the Trustee to act as the Registrar and Paying Agent with respect to the Global Notes.

Section 2.04 Paying Agent to Hold Money in Trust.

The Issuer will require each Paying Agent other than the Trustee to agree in writing that the Paying Agent (i) will hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal, premium or interest on such Notes and (ii) will notify the Trustee in writing of any default by the Issuer in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Issuer or a Subsidiary of the Issuer) will have no further liability for the money. If the Issuer or a Subsidiary of the Issuer acts as Paying Agent, it will segregate and hold in a separate trust fund for the

benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Issuer, the Trustee will serve as Paying Agent for the Notes. For the avoidance of doubt, the Paying Agent shall be held harmless and have no liability with respect to payments or disbursements to be made by the Paying Agent until the Paying Agent has confirmed receipt of funds sufficient to make such relevant payment.

Section 2.05 Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders. If the Trustee is not the Registrar, the Issuer shall furnish to the Trustee at least seven Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders.

Section 2.06 Transfer and Exchange.

(a) *Transfer and Exchange of Global Notes*. A Global Note may not be transferred as a whole except by the Depository to a nominee of the Depository, by a nominee of the Depository to the Depository or to another nominee of the Depository, or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository. The Issuer shall exchange Global Notes for Definitive Notes if at any time:

(1) the Issuer delivers to the Trustee notice from the Depository that it is unwilling or unable to continue to act as Depository or that it is no longer a clearing agency registered under the Exchange Act and, in either case, a successor Depository is not appointed by the Issuer within 90 days after the date of such notice from the Depository; or

(2) upon the written request of a Holder if a Default or Event of Default shall have occurred and be continuing with respect to the Notes.

Upon the occurrence of any of the preceding events in (1) or (2) above, Definitive Notes shall be issued in such names and in any approved denominations as the Depository shall instruct the Trustee.

In no event shall the Regulation S Temporary Global Note be exchanged by the Issuer for Definitive Notes prior to (x) the expiration of the Distribution Compliance Period and (y) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) under the Securities Act.

Upon the exchange of a Global Note for Definitive Notes, such Global Note shall, upon receipt of an Issuer Order, be cancelled by the Trustee. Definitive Notes issued in exchange for a Global Note pursuant to this Section 2.06 shall be registered in such names and in such authorized denominations as the Depository, pursuant to written instructions from its Participants or its Applicable Procedures, shall instruct the Trustee in writing. The Trustee shall deliver such

Definitive Notes to or as directed by the Persons in whose names such Definitive Notes are so registered or to the Depository.

A Global Note may not be exchanged for another Note other than as provided in this Section 2.06(a), *however*, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b), (c) and (d) hereof.

(b) *Transfer and Exchange of Beneficial Interests in the Global Notes*. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depository, in accordance with the provisions of this Indenture and the Applicable Procedures. Transfers of beneficial interests in the Global Notes also will require compliance with either subparagraph (1) or (2) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(1) *Transfer of Beneficial Interests in the Same Global Note*. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend;

provided, *however*, that prior to the expiration of the Distribution Compliance Period, transfers of beneficial interests in the Regulation S Temporary Global Note may not be made to or for the account or benefit of a "U.S. Person" (as defined in Rule 902(k) of Regulation S) (other than a "distributor" (as defined in Rule 902(d) of Regulation S)). Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.06(b)(1).

(2) *All Other Transfers and Exchanges of Beneficial Interests in Global Notes*. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.06(b)(1) above, the transferor of such beneficial interest must deliver to the Registrar either:

(A) both:

(i) a written order from a Participant or an Indirect Participant given to the Depository in accordance with the Applicable Procedures directing the Depository to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase; or

(B) both:

(i) a written order from a Participant or an Indirect Participant given to the Depository in accordance with the Applicable Procedures directing the Depository to cause to be issued a Definitive Note in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given by the Depository to the Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer or exchange referred to in (i) above; *provided* that in no event shall Definitive Notes be issued upon the transfer or exchange of beneficial interests in a Regulation S Temporary Global Note prior to (x) the expiration of the Distribution Compliance Period and (y) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) under the Securities Act.

Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, and upon receipt of an Officer's Certificate in form reasonably satisfactory to the Trustee, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 2.06(g) hereof.

(3) *Transfer of Beneficial Interests to Another Restricted Global Note*. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.06(b)(2) above and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in the 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transferee will take delivery in the form of a beneficial interest in the Regulation S Temporary Global Note or the Regulation S Permanent Global Note, as the case may be, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; and

(C) if the transferee will take delivery in the form of a beneficial interest in the IAI Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3)(d) thereof, if applicable.

(4) Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. A beneficial interest in any Restricted Global Note may be exchanged by any Holder thereof for a beneficial interest

in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.06(b)(2) above and:

(A) the Registrar receives the following:

(i) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form of Exhibit D hereto, including the certifications in item (1)(a) thereof; or

(ii) if the Holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (A), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

If any such transfer is effected pursuant to subparagraph (A) above at a time when an Unrestricted Global Note has not yet been issued, the Issuer shall issue and, upon receipt of an Issuer Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to subparagraph (A) above.

Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) *Transfer or Exchange of Beneficial Interests in Global Notes for Definitive Notes*. Transfers or exchanges of beneficial interests in Global Notes for Definitive Notes shall in each case be subject to the satisfaction of any applicable conditions set forth in Section 2.06(b)(2) hereof, and to the requirements set forth below in this Section 2.06(c).

(1) *Beneficial Interests in Restricted Global Notes to Restricted Definitive Notes.* If any Holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note or to transfer such

beneficial interest to a Person who takes delivery thereof in the form of a Restricted Definitive Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred to a non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such beneficial interest is being transferred to the Issuer or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof;

(F) if such beneficial interest is being transferred pursuant to an effective registration statement under the Securities Act in compliance with the prospectus delivery requirements of the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(c) thereof; or

(G) if such beneficial interest is being transferred to an Institutional Accredited Investor pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A, Rule 144, or Rule 903 or Rule 904 of Regulation S, a certificate to the effect set forth in Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3)(d) thereof, if applicable;

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(g) hereof, and the Issuer shall execute and, upon receipt of an Issuer Order in accordance with Section 2.02 hereof, the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c) shall be registered in such name or names and in such authorized denomination or denominations as the Holder of such beneficial

interest shall instruct the Registrar through instructions from the Depository and the Participant or Indirect Participant. The Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c)(1) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(2) *Beneficial Interests in Regulation S Temporary Global Notes to Definitive Notes*. Notwithstanding Sections 2.06(c)(1)(A) and (C), a beneficial interest in the Regulation S Temporary Global Note may not be exchanged for a Definitive Note or transferred to a Person who takes delivery thereof in the form of a Definitive Note prior to (x) the expiration of the Distribution Compliance Period and (y) the receipt by the Registrar of any certificates required pursuant to Rule 903(b)(3)(ii)(B) under the Securities Act, except in the case of a transfer pursuant to an exemption from the registration requirements of the Securities Act other than Rule 903 or Rule 904.

(3) *Beneficial Interests in Restricted Global Notes to Unrestricted Definitive Notes*. A Holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Definitive Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note only if:

(A) the Registrar receives the following:

(i) if the Holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit D hereto, including the certifications in item (1)(b) thereof; or

(ii) if the Holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (A), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

The Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(g) hereof, and the Issuer shall execute and, upon receipt of an Issuer Order in accordance with Section 2.02 hereof, the Trustee shall authenticate and deliver to the Person designated in the

Issuer Order a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c) shall be registered in such name or names and in such authorized denomination or denominations as the Depository shall instruct, pursuant to written instruction from its Participants or its Applicable Procedures. The Trustee shall deliver such Definitive Notes to, or as directed by, the Persons in whose names such Definitive Notes are so registered.

(4) *Beneficial Interests in Unrestricted Global Notes to Unrestricted Definitive Notes*. If any Holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(g) hereof, and the Issuer shall execute and, upon receipt of an Issuer Order in accordance with Section 2.02 hereof, the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(4) shall be registered in such name or names and in such authorized denomination or denominations as the Holder of such beneficial interest requests through instructions to the Registrar from or through the Depository and the Participant or Indirect Participant. The Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(4) will not bear the Private Placement Legend.

(d) Transfer and Exchange of Definitive Notes for Beneficial Interests in Global Notes.

(1) *Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes.* If any Holder of a Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (2)(b) thereof;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such Restricted Definitive Note is being transferred to a non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 of

Regulation S, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such Restricted Definitive Note is being transferred to the Issuer or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof;

(F) if such beneficial interest is being transferred pursuant to an effective registration statement under the Securities Act in compliance with the prospectus delivery requirements of the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(c) thereof; or

(G) if such beneficial interest is being transferred to an Institutional Accredit Investor pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A, Rule 144, or Rule 903 or Rule 904 of Regulation S, a certificate to the effect set forth in Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3)(d) thereof, if applicable;

the Trustee, upon receipt of an Issuer Order, shall cancel the Restricted Definitive Note, and increase or cause to be increased in a corresponding amount pursuant to Section 2.06(g) the aggregate principal amount of, in the case of clause (A) above, the appropriate Restricted Global Note, in the case of clause (B) above, a 144A Global Note, and, in the case of clause (C) above, a Regulation S Global Note, and in the case of clause (G) above, the IAI Global Note.

(2) *Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes*. A Holder of a Restricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if:

(A) the Registrar receives the following:

(i) if the Holder of such Restricted Definitive Notes proposes to exchange such Notes for a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit D hereto, including the certifications in item (1)(c) thereof; or

(ii) if the Holder of such Restricted Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of a

beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (A), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the subparagraphs in this Section 2.06(d)(2), the Trustee, upon receipt of an Issuer Order, will cancel the Restricted Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(3) *Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes*. A Holder of an Unrestricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee will cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes.

(4) *Unrestricted Definitive Notes to Beneficial Interests in Restricted Global Notes Prohibited*. An Unrestricted Definitive Note may not be exchanged for, or transferred to Persons who take delivery thereof in the form of, beneficial interests in a Restricted Global Note.

If any such exchange or transfer from a Definitive Note to a beneficial interest is effected pursuant to subparagraphs (2)(A) or (3) above at a time when an Unrestricted Global Note has not yet been issued, the Issuer will issue and, upon receipt of an Issuer Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of Definitive Notes so transferred.

(e) *Transfer and Exchange of Definitive Notes for Definitive Notes*. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.06(e), the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder must present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder must provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.06(e).

(1) *Restricted Definitive Notes to Restricted Definitive Notes.* Any Restricted Definitive Note may be transferred to and registered in the name of Persons who take

delivery thereof in the form of a Restricted Definitive Note if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A, then the transferor must deliver a certificate in the form of Exhibit C hereto, including the certifications in item (1) thereof;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904 of Regulation S, then the transferor must deliver a certificate in the form of Exhibit C hereto, including the certifications in item (2) thereof; and

(C) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit C hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable.

(2) *Restricted Definitive Notes to Unrestricted Definitive Notes*. Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Note if:

(A) the Registrar receives the following:

(i) if the Holder of such Restricted Definitive Notes proposes to exchange such Notes for an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(d) thereof; or

(ii) if the Holder of such Restricted Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (A), if the Registrar so requests, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the clauses of this Section 2.06(e), the Trustee shall, upon receipt of an Issuer Order, cancel the prior Restricted Definitive Note and the Issuer will execute, and upon receipt of an Issuer Order in accordance with Section 2.02, the Trustee shall authenticate and deliver an Unrestricted Definitive Note in the appropriate aggregate principal amount to the

Person designated by the Holder of such prior Restricted Definitive Note in written instructions delivered to the Registrar by such Holder.

(3) *Unrestricted Definitive Notes to Unrestricted Definitive Notes*. A Holder of Unrestricted Definitive Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(f) *Legends*. The following legends will appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture.

(1) Private Placement Legend.

(A) Except as permitted by subparagraph (B) below, each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER (1) REPRESENTS THAT (A) IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, OR (B) IT IS NOT A U.S. PERSON (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) AND (2) AGREES FOR THE BENEFIT OF TALEN ENERGY SUPPLY, LLC THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE OR ANY BENEFICIAL INTEREST HEREIN, EXCEPT IN ACCORDANCE WITH THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ONLY (A) TO TALEN ENERGY SUPPLY, LLC, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, (C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (D) IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER INSTITUTIONAL

ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF SECURITIES OF $250,000, OR (F) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(C) ABOVE OR (2)(D) ABOVE, A DULY COMPLETED AND SIGNED CERTIFICATE (THE FORM OF WHICH MAY BE OBTAINED FROM THE TRUSTEE) MUST BE DELIVERED TO THE TRUSTEE. PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(F) ABOVE, TALEN ENERGY SUPPLY, LLC RESERVES THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY RULE 144 EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

(B) Notwithstanding the foregoing, any Global Note or Definitive Note issued pursuant to subparagraphs (b)(4), (c)(3), (c)(4), (d)(2), (d)(3), (e)(2), or (e)(3) of this Section 2.06 (and all Notes issued in exchange therefor or substitution thereof) will not bear the Private Placement Legend.

(2) *Global Note Legend.* Each Global Note will bear a legend in substantially the following form:

"THIS GLOBAL NOTE IS HELD BY THE DEPOSITORY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (1) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.01 AND SECTION 2.06 OF THE INDENTURE, (2) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(A) OF THE INDENTURE, (3) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.12 OF THE BASE INDENTURE AND (4) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITORY WITH THE PRIOR WRITTEN CONSENT OF TALEN ENERGY SUPPLY, LLC. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE

DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

(3) *Regulation S Temporary Global Note Legend.* Each Regulation S Temporary Global Note will bear a legend in substantially the following form:

"THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, DELIVERED OR EXCHANGED FOR AN INTEREST IN A PERMANENT GLOBAL NOTE OR OTHER NOTE EXCEPT UPON DELIVERY OF THE CERTIFICATIONS SPECIFIED IN THE INDENTURE."

(g) *Cancellation and/or Adjustment of Global Notes.* At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.12 of this Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note will be reduced accordingly and a notation will be made on the records maintained by the Trustee or by the Depository at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note will be increased accordingly and a notation will be made on the records maintained by the Trustee or by the Depository at the direction of the Trustee to reflect such increase.

(h) General Provisions Relating to Transfers and Exchanges.

(1) To permit registrations of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate Global Notes and Definitive Notes upon receipt of an Issuer Order in accordance with Section 2.02 hereof or at the Registrar's request.

(2) No service charge shall be made to a Holder of a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 3.06, 4.11 and 9.04 hereof and Section 2.11 of this Indenture).

(3) The Registrar shall not be required to register the transfer of or exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

(4) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(5) Neither the Registrar nor the Issuer shall be required:

(A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 3.02 hereof and ending at the close of business on the day of selection;

(B) to register the transfer of or to exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part; or

(C) to register the transfer of or to exchange a Note between a record date and the next succeeding interest payment date.

(6) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Issuer may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Issuer shall be affected by notice to the contrary.

(7) The Trustee shall authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02 hereof.

(8) All orders, certifications, certificates and Opinions of Counsel required to be submitted to the Registrar pursuant to this Section 2.06 to effect a registration of transfer or exchange may be submitted by facsimile.

(9) Notwithstanding anything herein to the contrary, neither the Trustee nor the Registrar shall be responsible for ascertaining whether any transfer or exchange complies with the registration provisions of or exemptions from the Securities Act or applicable state securities laws.

Section 2.07 Additional Notes.

(a) The aggregate amount of Notes that may be authenticated and delivered under this Indenture is unlimited. The Notes may be issued in one or more series (any such Notes issued subsequent to the Issue Date, the "*Additional Notes*"), subject, in the case of Additional Notes, in compliance with Section 4.04 and Section 4.06. Any Additional Notes issued will have terms that are substantially identical to the terms of the Notes issued on the Issue Date, except in respect of any of the following terms, which shall be set forth in a supplemental indenture:

(1) the aggregate principal amount of such Additional Notes;

(2) the date or dates on which such Additional Notes will be issued;

(3) the price at which the Additional Notes will be issued;

(4) the first interest payment date and the first date from which interest will accrue on the Additional Notes

(5) the date or dates and price or prices at which, the period or periods within which, and the terms and conditions upon which, such Additional Notes may be redeemed, in whole or in part pursuant to any special mandatory redemption using amounts released from any escrow account into which proceeds of the issuance of such Additional Notes are deposited pending consummation of any acquisition, Investment, refinancing or other transaction (such redemption, an "*Additional Notes Special Mandatory Redemption*");

(6) the provisions relating to the escrow of all or a portion of the proceeds of such Additional Notes and the granting of Liens described in clause (11) of the definition of "Permitted Liens" and in clause (11) of the definition of "Permitted Post-Release Liens" in favor of the Trustee solely for the benefit of the Trustee and the Holders of such Additional Notes (and not, for the avoidance of doubt, for the benefit of the Holders of any other Notes), together with all necessary authorizations for the Trustee to enter into such arrangements; *provided* that, for so long as the proceeds of such Additional Notes are in escrow, such Additional Notes shall benefit only from such Liens and shall not be subject to any intercreditor agreement, including the Collateral Trust Agreement; and

(7) the ISIN, Common Code, CUSIP or other securities identification numbers with respect to such Additional Notes, and the relevant clearing systems.

(b) Any Additional Notes that are substantially identical in all material respects to any other series of Notes but for being subject to an Additional Notes Special Mandatory Redemption shall be deemed to be substantially identical to such series of Notes only following the date on which any such Special Mandatory Redemption provision ceases to apply. If any Additional Notes are not fungible with such Notes for U.S. federal income tax purposes, such Additional Notes will have a separate CUSIP or other identifying number. The Notes and any Additional Notes subsequently issued under this Indenture will be treated as a single class for all purposes under this Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase.

Section 2.08 Replacement Notes.

(a) If any mutilated Note is surrendered to the Trustee or the Issuer and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Issuer will issue and the Trustee, upon receipt of an Issuer Order, will authenticate a replacement Note if the Trustee's requirements are met. An indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Issuer to protect the Issuer, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Issuer may charge for its expenses in replacing a Note.

(b) Every replacement Note is an additional obligation of the Issuer and will be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

Section 2.09 Outstanding Notes.

(a) The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof or any applicable supplemental indenture, and those described in this Section 2.09 as not outstanding. Except as set forth in Section 2.10 hereof, a Note does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Note.

(b) If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a protected purchaser.

(c) If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

(d) If the Paying Agent (other than the Issuer, a Subsidiary of the Issuer or an Affiliate of any thereof) holds, on a redemption date or maturity date, money sufficient to pay

Notes payable on that date, then on and after that date such Notes will be deemed to be no longer outstanding and will cease to accrue interest.

Section 2.10 Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent pursuant to the Note Documents, Notes owned by the Issuer or any Subsidiary Guarantor, or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer or any Subsidiary Guarantor, will be considered as though not outstanding, except that for the purposes of determining whether the Trustee will be protected in relying on any such direction, waiver or consent, only Notes that a Responsible Officer of the Trustee actually knows are so owned will be so disregarded.

Section 2.11 Temporary Notes.

(a) Until certificates representing Notes are ready for delivery, the Issuer may prepare and the Trustee, upon receipt of an Issuer Order, will authenticate temporary Notes. Temporary Notes will be substantially in the form of certificated Notes but may have variations that the Issuer considers appropriate for temporary Notes and as may be reasonably acceptable to the Trustee. Without unreasonable delay, the Issuer will prepare and the Trustee will authenticate Definitive Notes in exchange for temporary Notes.

(b) Holders of temporary Notes will be entitled to all of the benefits of this Indenture as the Definitive Notes.

Section 2.12 Cancellation.

The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent will forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. Upon receipt of an Issuer Order, the Trustee and no one else will cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and will dispose of such canceled Notes in its customary manner. Certification of the disposition of all canceled Notes will be delivered to the Issuer at the Issuer's written request. The Issuer may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

Section 2.13 CUSIP / ISIN Numbers.

The Issuer in issuing the Notes may use "CUSIP" or "ISIN" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" or "ISIN" numbers in notices of redemption as a convenience to Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such

numbers. The Issuer will promptly notify the Trustee in writing of any change in the "CUSIP" or "ISIN" numbers.

ARTICLE 3
REDEMPTION AND PREPAYMENT

Section 3.01 Notices to Trustee.

The Issuer may, with respect to the Notes, reserve the right to redeem and pay the Notes or may covenant to redeem and pay the Notes or any part thereof prior to the Stated Maturity thereof at such time and on such terms as provided for in such Notes. If a Note is redeemable and the Issuer elects or is obligated to redeem such Notes pursuant to the provisions of such Notes, it must furnish to the Trustee, at least 2 days prior to the date of the notice of redemption pursuant to Section 3.03, unless a shorter period is acceptable to the Trustee, an Officer's Certificate setting forth:

(1) the clause of the Notes pursuant to which the redemption shall occur;

(2) the redemption date;

(3) the principal amount of the Notes to be redeemed;

(4) the redemption price; and

(5) the applicable CUSIP numbers, if any.

Section 3.02 Selection of Notes to Be Redeemed.

If less than all of the Notes are to be redeemed at any time, the Notes to be redeemed will be selected on a *pro rata* pass-through distribution basis to the extent practicable or by lot or such other similar method in accordance with the Applicable Procedures, unless otherwise required by law or applicable stock exchange requirements (so long as the Trustee has actual knowledge of such listing). The Trustee shall not be liable for any selections made in accordance with this paragraph.

In the event of partial redemption by lot, the Notes to be redeemed shall be selected, unless otherwise provided herein, not less than 10 nor more than 60 days prior to the redemption by the Trustee from the outstanding Notes not previously called for redemption.

The Trustee shall promptly notify the Issuer in writing of the Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed. Notes and portions of Notes selected shall be in minimum amounts of $2,000 or whole multiples of $1,000 in excess of $2,000; *except that* if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to the Notes called for redemption also apply to portions of Notes called for redemption.

No Notes of $2,000 or less shall be redeemed in part. Notices of redemption shall be mailed by first-class mail or delivered electronically at least 10 but not more than 60 days before the redemption date to each Holder to be redeemed, except that redemption notices may be mailed or delivered electronically more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note shall state the portion of the principal amount of that Note that is to be redeemed. In the case of certificated Notes, a new Note in principal amount equal to the unredeemed portion of the original Note shall be issued in the name of the Holder upon cancellation of the original Note.

Section 3.03 Notice of Redemption.

At least 10 days but not more than 60 days before a redemption date, the Issuer shall mail or cause to be mailed, by first-class mail or delivered electronically, a notice of redemption to each Holder whose Notes are to be redeemed, except that redemption notices may be mailed or delivered electronically more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture pursuant to Article 8 or Article 10 hereof.

The notice will identify the Notes to be redeemed and will state:

(1) the redemption date;

(2) the redemption price;

(3) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, in the case of certificated Notes, a new Note or Notes in principal amount equal to the unredeemed portion will be issued in the name of the Holder upon cancellation of the original Note;

(4) the name and address of the Paying Agent;

(5) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(6) that, unless the Issuer defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the redemption date;

(7) the applicable section of this Indenture and/or the Note pursuant to which the Notes called for redemption are being redeemed;

(8) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes; and

(9) if such redemption is subject to the satisfaction of one of more conditions precedent, such notice shall state that, in the Issuer's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), such redemption may not occur and such notice may be rescinded in the event that any or all of such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the redemption date, or by the redemption date so delayed.

At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's name and at its expense; provided, however, that the Issuer has delivered to the Trustee, at least 2 days prior to the date of the notice of redemption (or such shorter period as the Trustee in its sole discretion may allow), an Officer's Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

Notice of any redemption of the Notes may, at the Issuer's discretion, be given prior to the consummation of a transaction or event (including an Equity Offering, an incurrence of Indebtedness, a Change of Control Triggering Event or other transaction or event), and any such redemption may, in the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent (including the consummation of an Equity Offering, an incurrence of Indebtedness, a Change of Control Triggering Event or other transaction or event). If such redemption is subject to the satisfaction of one of more conditions precedent, such notice shall state that, in the Issuer's discretion, the redemption date may be delayed until such time (including more than 60 days after the date the notice of redemption was mailed or delivered, including by electronic transmission) as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), such redemption may not occur and such notice may be rescinded in the event that any or all of such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the redemption date, or by the redemption date so delayed. If any such condition precedent has not been satisfied, the Issuer shall provide notice to the Trustee and each Holder prior to the close of business two Business Days prior to the redemption date. Upon receipt of such notice, unless the Issuer has elected to delay, the notice of redemption shall be rescinded and the redemption of the Notes shall not occur. If requested by the Issuer, upon receipt of the rescission notice, the Trustee shall provide such notice to each Holder in the same manner in which the notice of redemption was given if such notice was delivered by the Trustee. In addition, the Issuer may provide in such notice that payment of the redemption price and performance of the Issuer's obligations with respect to such redemption may be performed by another Person.

Section 3.04 Effect of Notice of Redemption.

Once notice of redemption is mailed or delivered electronically in accordance with Section 3.03 hereof, Notes called for redemption become, subject to any conditions precedent set forth in the notice of redemption, irrevocably due and payable on the redemption date at the redemption price.

Section 3.05 Deposit of Redemption Price.

One Business Day prior to the redemption date, the Issuer shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of, accrued interest to but excluding the redemption date, and premium, if any, on all Notes to be redeemed on that date. Promptly after the Issuer's written request, the Trustee or the Paying Agent shall promptly return to the Issuer any money deposited with the Trustee or the Paying Agent by the Issuer in excess of the amounts necessary to pay the redemption price of, accrued interest, and premium, if any, on, all Notes to be redeemed.

If the Issuer complies with the provisions of the preceding paragraph, on and after the redemption date, interest will cease to accrue on the Notes or the portions of Notes called for redemption.

If a Note is redeemed on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note called for redemption is not so paid upon surrender for redemption because of the failure of the Issuer to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

Section 3.06 Notes Redeemed in Part.

Upon surrender of a Note that is redeemed in part, the Issuer shall issue and, upon receipt of an Issuer Order, the Trustee shall authenticate for the Holder at the expense of the Issuer a new Note equal in principal amount to the unredeemed portion of the Note surrendered.

Section 3.07 Calculation of Redemption Price.

The Trustee shall have no obligation to calculate the redemption price of any Note.

Upon any redemption that requires the payment of the Applicable Premium (as defined in the relevant Note) (including, without limitation, in connection with the Issuer's exercise of its Legal Defeasance option or Covenant Defeasance option as set forth in Article 8 or the discharge of the Issuer's obligations under the Note Documents in accordance with Article 10), the amount deposited with the Trustee shall be sufficient for purposes of this Indenture to the extent that an amount is deposited with the Trustee equal to the Applicable Premium calculated as of the date of the notice of redemption, with any deficit as of the date of redemption (any such amount, the "*Applicable Premium Deficit*") only required to be deposited with the Trustee on or prior to the date of redemption. Any Applicable Premium Deficit shall be set forth in an Officer's Certificate delivered to the Trustee simultaneously with the deposit of such Applicable Premium Deficit that confirms that such Applicable Premium Deficit shall be applied toward such redemption.

ARTICLE 4
COVENANTS

Section 4.01 Payment of Notes.

The Issuer shall pay or cause to be paid the principal of, premium, if any, and interest on the Notes on the dates and in the manner provided in this Indenture and the Notes. Principal, premium, if any, and interest will be considered paid on the date due if the Paying Agent, if other than the Issuer or a Subsidiary thereof, holds as of 11:00 a.m. New York City time on the due date money deposited by the Issuer in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due.

Section 4.02 Maintenance of Office or Agency.

(a) The Issuer shall, for the benefit of Holders, maintain an office or agency (which may be an office of the Trustee or an Affiliate of the Trustee or Registrar) where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer fails to maintain any such required office or agency or fails to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

(b) The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

(c) The Issuer hereby designates the Corporate Trust Office of the Trustee for such Notes as one such office or agency of the Issuer in accordance with Section 2.03 hereof; *provided*, *however*, the Trustee shall not be deemed an agent of the Issuer for the service of legal process.

Section 4.03 Compliance Certificate.

(a) The Issuer shall deliver to the Trustee, within 120 days after the end of each fiscal year, commencing with the fiscal year ending December 31, 2023, an Officer's Certificate stating that a review of the activities of the Issuer and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Issuer has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to such Officer signing such certificate, that to the best of his or her knowledge the Issuer has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default has occurred, describing all such Defaults or Events of Default of which he or she may have

knowledge and what action the Issuer is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action the Issuer is taking or proposes to take with respect thereto.

(b) So long as any of the Notes are outstanding, the Issuer shall deliver to the Trustee, promptly upon the Issuer becoming aware of any Default or Event of Default, an Officer's Certificate specifying such Default or Event of Default and what action the Issuer is taking or proposes to take with respect thereto.

Section 4.04 Limitation on Indebtedness.

(a) The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise (collectively, "incur" and collectively, an "incurrence") any Indebtedness (including Acquired Indebtedness); *provided*, *however*, that the Issuer and any of its Restricted Subsidiaries may incur Indebtedness (including Acquired Indebtedness), if on the date thereof and after giving effect thereto on a *Pro Forma* Basis (after giving effect to the application of the proceeds of such incurrence) either (x) the Fixed Charge Coverage Ratio of the Issuer and its Restricted Subsidiaries (calculated on a *Pro Forma* Basis) would have been at least 2.00 to 1.00 or (y) the Consolidated Total Net Leverage Ratio of the Issuer and its Restricted Subsidiaries (calculated on a *Pro Forma* Basis) would have been equal to or less than (i) at any time prior to the Q2 2024 Financials Date, 3.25 to 1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 3.75 to 1.00.

(b) Section 4.04(a) will not prohibit the incurrence of the following (collectively "*Permitted Debt*"):

(1) Indebtedness of the Issuer or any Restricted Subsidiary incurred under one or more Credit Facilities and the issuance and creation of letters of credit and bankers' acceptances thereunder (with undrawn trade letters of credit and reimbursement obligations relating to trade letters of credit satisfied within 30 days being excluded, and bankers' acceptances being deemed to have a principal amount equal to the face amount thereof), in an aggregate principal amount outstanding at any one time not to exceed (A) $1,825.0 million (*provided* that such principal amount will increase by up to $100.0 million if the Issuer procures a revolving facility or an upsize of the revolving facility in the Exit Facilities Credit Agreement, or a commitment thereto, from a relationship bank, in the amount of such facility or commitment, in each case at or prior to the Completion Date) plus (B) the greater of (i) $440.0 million and (ii) solely on or after the financial statements required pursuant to Section 4.09 for the fiscal year ending December 31, 2024, 75% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis) at the time of incurrence or issuance plus (C) an additional amount such that on a *Pro Forma* Basis, (i) in the case of Indebtedness secured by Liens on the Collateral that rank *pari passu* with the Liens securing the Notes, the Consolidated First Lien Net Leverage Ratio is less than or equal to (x) at any time prior to

the Q2 2024 Financials Date, 2.00 to 1.00 or (y) at any time on or after the Q2 2024 Financials Date, 2.50 to 1.00 and (ii) in the case of other Indebtedness, the Consolidated Secured Net Leverage Ratio is less than or equal to (x) at any time prior to the Q2 2024 Financials Date, 2.50 to 1.00 or (y) at any time on or after the Q2 2024 Financials Date, 3.00 to 1.00 (assuming, to the extent incurred pursuant to this clause (C)(ii), that all such Indebtedness is secured whether or not so secured);

(2) Indebtedness of the Issuer and any Subsidiary Guarantor of Indebtedness represented by the Notes (including any Subsidiary Guarantee thereof) (other than any Additional Notes, if any, or Subsidiary Guarantees with respect thereto);

(3) Indebtedness of the Issuer and its Restricted Subsidiaries in existence on the Completion Date (other than Indebtedness described in clauses (1) and (2) of this Section 4.04(b)) after giving effect to the Transactions;

(4) Indebtedness of the Issuer or any Restricted Subsidiary owed to the Issuer or any Restricted Subsidiary; *provided* that all such Indebtedness owed to any Restricted Subsidiary that is not a Subsidiary Guarantor is expressly subordinated in right of payment (but only to the extent permitted by Applicable Law) to the Notes;

(5) Indebtedness in respect of any bankers' acceptance, bank guarantees, letter of credit, warehouse receipt or similar facilities entered into in the ordinary course of business (including in respect of construction and restoration activities and in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims and similar obligations);

(6) any Guarantee Obligations incurred by (i) Restricted Subsidiaries in respect of Indebtedness of the Issuer or any other Restricted Subsidiary that is permitted to be incurred under this Indenture and (ii) the Issuer in respect of Indebtedness of Restricted Subsidiaries that is permitted to be incurred under this Indenture; *provided* that (A) if the Indebtedness being guaranteed under this clause (6) is by its express terms subordinated in right of payment to the Notes or the Subsidiary Guarantee of such Restricted Subsidiary, as applicable, any such Guarantee Obligations shall be subordinated in right of payment to the Notes or such Subsidiary Guarantee, as applicable, substantially to the same extent as such Indebtedness is subordinated to the Notes or the Subsidiary Guarantee, as applicable and (B) the aggregate principal amount of Guarantee Obligations incurred by Restricted Subsidiaries that are not Subsidiary Guarantors under this clause (6), shall not exceed the greater of (x) $100.0 million and (y) solely on or after the Q2 2024 Financials Date, 20% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(7) Guarantee Obligations (i) incurred in the ordinary course of business (including in respect of construction or restoration activities) in respect of obligations of

(or to) suppliers, customers, franchisees, lessors and licensees, (ii) otherwise constituting Restricted Payments permitted under this Indenture or Permitted Investments or (iii) contemplated by the Plan;

(8) (i) Indebtedness (including Indebtedness arising under Capital Leases) incurred to finance the purchase price, cost of design, acquisition, construction, repair, restoration, replacement, expansion, installation or improvement of fixed or capital assets or otherwise in respect of capital expenditures, so long as such Indebtedness, except in the case of Environmental CapEx or Necessary CapEx, is incurred within 270 days of the acquisition, construction, repair, restoration, replacement, expansion, installation or improvement of such fixed or capital assets or incurrence of such capital expenditure, (ii) Indebtedness arising under Capital Leases entered into in connection with Permitted Sale Leasebacks and (iii) Indebtedness arising under Capital Leases, other than Capital Leases in effect on the Completion Date and Capital Leases entered into pursuant to subclauses (i) and (ii) above; *provided*, that the aggregate principal amount of Indebtedness incurred pursuant to this clause (iii) shall not exceed the greater of (x) $200.0 million and (y) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(9) the incurrence by the Issuer or any of its Restricted Subsidiaries of Indebtedness or Preferred Stock of a Restricted Subsidiary of the Issuer which serves to refund, refinance, replace, renew, extend or defease any Indebtedness or Preferred Stock incurred as permitted under Section 4.04(a) and clauses (2), (3), (8), (12), (14), (16), (17), (18), (30), (36), (37) and (38) of this Section 4.04(b) or any Indebtedness or Preferred Stock incurred to so refund or refinance such Indebtedness or Preferred Stock, including any Indebtedness or Preferred Stock incurred to pay accrued interest, premiums (including call and tender premiums), defeasance costs, underwriting discounts, fees, commissions, costs and expenses (including original issue discount, upfront fees and similar items) (subject to the following proviso, "*Refinancing Indebtedness*") prior to its respective maturity; *provided*, *however*, that such Refinancing Indebtedness:

(A) has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness or Preferred Stock being refunded or refinanced, replaced, renewed, extended or defeased; *provided*, that this clause (A) shall not apply to Refinancing Indebtedness which serves to refund, refinance, replace, renew, extend or defease any Indebtedness or Preferred Stock incurred as permitted under clauses (3), (8), (16) and (17) of this Section 4.04(b);

(B) to the extent such Refinancing Indebtedness refinances Indebtedness junior in right of payment to the Notes or the Subsidiary Guarantee of such Restricted Subsidiary, as applicable, such Refinancing Indebtedness has a Stated Maturity which is no earlier than 91 days after the Stated Maturity of the

Notes; *provided*, that this clause (B) shall not apply to Refinancing Indebtedness which serves to refund, refinance, replace, renew, extend or defease any Indebtedness or Preferred Stock incurred as permitted under clauses (8), (16) and (17) of this Section 4.04(b);

(C) to the extent such Refinancing Indebtedness refinances (x) Indebtedness junior in right of payment to the Notes or the Subsidiary Guarantee of such Restricted Subsidiary, as applicable, such Refinancing Indebtedness is junior in right of payment to the Notes or the Subsidiary Guarantee of such Restricted Subsidiary, as applicable, or (y) Preferred Stock, such Refinancing Indebtedness is Preferred Stock; *provided*, that this clause (C) shall not apply to Refinancing Indebtedness which serves to refund, refinance, replace, renew, extend or defease any Indebtedness or Preferred Stock incurred as permitted under clauses (8), (16) and (17) of this Section 4.04(b);

(D) is incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being refinanced plus accrued interest, premiums (including call and tender premiums), defeasance costs, underwriting discounts, fees, commissions, costs and expenses (including original issue discount, upfront fees and similar items) incurred in connection with such refinancing; and

(E) shall not include (x) Indebtedness of a Restricted Subsidiary of the Issuer that is not a Subsidiary Guarantor that refinances Indebtedness of an Issuer or a Subsidiary Guarantor, or (y) Indebtedness of the Issuer or a Restricted Subsidiary that refinances Indebtedness of an Unrestricted Subsidiary;

provided, *further*, that Refinancing Indebtedness in respect of any Indebtedness may be incurred from time to time after the termination, discharge or repayment of any such Indebtedness.

(10) Indebtedness in respect of agreements relating to, and letters of credit issued to support, Hedging Obligations; *provided* that, (i) with respect to Commodity Hedging Agreements, such Commodity Hedging Agreements are entered into in the ordinary course of business and consistent with prudent industry practice irrespective of whether or not any such Commodity Hedging Agreement was speculative (in each case, as determined by the Issuer at the time any such agreement was entered into in its reasonable discretion acting in good faith) and (ii) with respect to any hedging agreements (other than Commodity Hedging Agreements), are not entered into for speculative purposes (in each case, as determined by the Issuer at the time any such agreement was entered into in its reasonable discretion acting in good faith) or otherwise consistent with prudent industry practice;

(11) [reserved];

(12) (i) Indebtedness of a Person or Indebtedness attaching to assets of a Person that, in either case, becomes a Restricted Subsidiary (or is a Restricted Subsidiary that survives a merger with such Person or any of its Subsidiaries) or Indebtedness attaching to assets that are acquired by the Issuer or any Restricted Subsidiary, in each case after the Completion Date as the result of an acquisition or Investment permitted under or not otherwise prohibited by this Indenture (including through merger or consolidation); *provided* that (x) such Indebtedness existed at the time such Person became a Subsidiary of the Issuer or at the time such assets were acquired and, in each case, was not created in anticipation thereof and (y) such Indebtedness is not guaranteed in any respect by the Issuer or any Restricted Subsidiary (other than by any such Person that so becomes a Restricted Subsidiary or is the survivor of a merger with such Person or any of its Subsidiaries), unless such Guarantee Obligation is separately permitted under this Indenture;

(13) [reserved];

(14) Indebtedness or Preferred Stock of (x) the Issuer or a Restricted Subsidiary incurred or issued to finance an acquisition, Investment or capital expenditure or (y) Persons that are acquired by the Issuer or a Restricted Subsidiary or merged into, amalgamated with or consolidated with the Issuer or a Restricted Subsidiary in accordance with the terms of this Indenture (including designating an Unrestricted Subsidiary as a Restricted Subsidiary); *provided* that after giving *pro forma* effect to the incurrence of Indebtedness and application proceeds thereof and such Investment, acquisition, merger, amalgamation, consolidation or capital expenditure, either:

(A) (i) the Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.04(a) or (ii) the Fixed Charge Coverage Ratio of the Issuer for the Test Period is equal to or greater than immediately prior to such Investment, acquisition, merger, amalgamation, consolidation or capital expenditure;

(B) (i) either the Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Consolidated Total Net Leverage Ratio test set forth in Section 4.04(a) or (ii) the Consolidated Total Net Leverage Ratio of the Issuer for the Test Period is equal to or less than immediately prior to such Investment, acquisition, merger, amalgamation, consolidation or capital expenditure;

(C) (i) either the Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Consolidated Secured Net Leverage Ratio test set forth in clause (1) of this Section 4.04(b) or (ii) the Consolidated Secured Net Leverage Ratio of the Issuer for the Test Period is equal to or less than immediately prior to such Investment, acquisition, merger, amalgamation, consolidation or capital expenditure; *provided* that all Indebtedness incurred under this clause (C) shall be deemed to be secured; or

(D) in the case of Indebtedness secured by Liens on the Collateral that rank pari passu with the Liens securing the Notes, (i) either the Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Consolidated First Lien Net Leverage Ratio test set forth in clause (1) of this Section 4.04(b) or (ii) the Consolidated First Lien Net Leverage Ratio of the Issuer for the Test Period is equal to or less than immediately prior to such Investment, acquisition merger, amalgamation, consolidation or capital expenditure;

(15) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations not in connection with money borrowed, in each case provided in the ordinary course of business (including in respect of construction or restoration activities) or consistent with past practice or in respect of coal mine reclamation, including those incurred to secure health, safety and environmental obligations in the ordinary course of business (including in respect of construction or restoration activities) or consistent with past practice;

(16) Indebtedness incurred in connection with any Permitted Sale Leaseback;

(17) Indebtedness of the Issuer and its Restricted Subsidiaries in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness incurred pursuant to this clause (17) and then outstanding, and any outstanding Refinancing Indebtedness under clause (9) of this Section 4.04(b) incurred to refinance Indebtedness initially incurred pursuant to this clause (17), not exceed the greater of (x) $200.0 million and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis), in each case at any time outstanding at the time of incurrence;

(18) Indebtedness secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Notes; *provided* that the aggregate amount of Indebtedness permitted under this clause (18), when aggregated with all outstanding Indebtedness under clause (9) of this Section 4.04(b) incurred to refinance Indebtedness initially incurred in reliance on this clause (18), shall not exceed the greater of (x) $100.0 million and (y) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis) outstanding at any time;

(19) Cash Management Obligations and other Indebtedness in respect of overdraft facilities, employee credit card programs, netting services, automatic clearinghouse arrangements and other cash management and similar arrangements in the ordinary course of business;

(20) (i) Indebtedness incurred in the ordinary course of business in respect of obligations of the Issuer or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services, including turbines, transformers and similar equipment and (ii) Indebtedness in respect of

intercompany obligations of the Issuer or any Restricted Subsidiary with the Issuer or any Restricted Subsidiary of the Issuer in respect of accounts payable incurred in connection with goods sold or services rendered in the ordinary course of business and not in connection with the borrowing of money;

(21) Indebtedness arising from agreements of the Issuer or any Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations (including earn-outs), in each case entered into in connection with acquisitions, Investments and any Disposition that do not violate the provisions of this Indenture;

(22) Indebtedness of the Issuer or any Restricted Subsidiary consisting of (i) financing of insurance premiums or (ii) take or pay obligations contained in supply agreements, in each case arising in the ordinary course of business (including in respect of construction or restoration activities);

(23) Indebtedness representing deferred compensation, or similar arrangement, to employees, consultants or independent contractors of the Issuer (or, to the extent such work is done for the Issuer or its Subsidiaries, any direct or indirect parent thereof) and the Restricted Subsidiaries incurred in the ordinary course of business;

(24) Indebtedness consisting of promissory notes issued by the Issuer or any Subsidiary Guarantor to current or former officers, managers, consultants, directors and employees (or their respective spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees) to finance the purchase or redemption of Capital Stock or Stock Equivalents of the Issuer (or any direct or indirect parent thereof) permitted by Section 4.05(b)(7);

(25) Indebtedness consisting of obligations of the Issuer and the Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person in connection with the Transactions and acquisitions or any Investment permitted under or not otherwise prohibited by this Indenture;

(26) Indebtedness in respect of (i) Permitted Receivables Financings owed by a Receivables Entity or Qualified Securitization Financings owed by a Securitization Subsidiary and (ii) accounts receivable factoring facilities in the ordinary course of business; *provided* that the aggregate principal amount of Receivables Indebtedness pursuant to this clause (26) shall not exceed the greater of (x) $250.0 million and (y) solely on or after the Q2 2024 Financials Date, 45% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis) at any time outstanding;

(27) [reserved];

(28) [reserved];

(29) [reserved];

(30) Indebtedness of the Issuer or any of its Restricted Subsidiaries in an aggregate principal amount or liquidation preference of up to 100% of the net cash proceeds received by the Issuer since immediately after the Completion Date from the issue or sale of Equity Interests of the Issuer or a direct or indirect parent entity or cash contributed to the capital of the Issuer (in each case, other than the issue or sale of Equity Interests of the Issuer or cash contributed to the capital of the Issuer in connection with the Completion Date Rights Offering, Excluded Contributions or proceeds of Disqualified Stock or sales of Equity Interests to the Issuer or any of its Subsidiaries) as determined in accordance with Section 4.05(a)(4)(C)(ii) and Section 4.05(a)(4)(C)(vi) to the extent such net cash proceeds or cash have not been applied pursuant to such clauses to make Restricted Payments or to make other Investments, payments or exchanges pursuant to Section 4.05(b) or to make Permitted Investments (other than Permitted Investments specified in clauses (a), (b) and (d) of the definition thereof);

(31) Indebtedness incurred to finance Necessary CapEx;

(32) [reserved];

(33) intercompany Indebtedness among the Issuer and its Subsidiaries constituting any part of any Permitted Reorganization Transaction;

(34) to the extent constituting Indebtedness, customer deposits and advance payments (including progress payments) received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(35) (i) Indebtedness of the Issuer or any Restricted Subsidiary supported by a letter of credit, in a principal amount not in excess of the stated amount of such letter of credit so long as such letter of credit is otherwise permitted to be incurred pursuant to this Section 4.04 or (ii) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of the Issuer or any Subsidiary of the Issuer in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than the United States;

(36) Indebtedness owing to the seller of any business or assets to be acquired by the Issuer or any Restricted Subsidiary; *provided* that the aggregate principal amount of Indebtedness permitted under this clause (36), when aggregated with all outstanding Indebtedness under clause (9) of this Section 4.04(b) incurred to refinance Indebtedness initially incurred in reliance on this clause (36), shall not exceed the greater of (x) $65.0 million and (y) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis) outstanding at any time;

(37) obligations in respect of Disqualified Stock and Preferred Stock in an amount, when aggregated with all outstanding Indebtedness under clause (9) of this

Section 4.04(b) incurred to refinance Indebtedness initially incurred in reliance on this clause (37), not to exceed the greater of (x) $65.0 million and (y) solely on or after the Q2 2024 Financials Date, 15% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis) outstanding at any time;

(38) Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors under this clause (38), when aggregated with all outstanding Indebtedness under clause (9) of this Section 4.04(b) incurred to refinance Indebtedness initially incurred in reliance on this clause (38), not to exceed the greater of (x) $100.0 million and (y) solely on or after the Q2 2024 Financials Date, 20% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(39) Non-Recourse Debt;

(40) Environmental CapEx Debt;

(41) the incurrence by the Issuer or any Restricted Subsidiary of one or more Credit Facilities (which shall be in the form of credit default swap-collateralized facilities, letter of credit facilities, or other revolving credit facilities) in an aggregate principal amount at any time outstanding not to exceed the greater of (x) $200.0 million and (B) solely on or after the Q2 2024 Financials Date, 35% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis);

(42) Indebtedness incurred in connection with a Permitted Spin-Out Transaction; and

(43) all premiums (if any), interest (including post-petition interest), fees, expenses, charges, and additional or contingent interest on obligations described in clauses (1) through (42) above.

(c) Notwithstanding the foregoing, Restricted Subsidiaries that are not Subsidiary Guarantors may not incur Indebtedness pursuant to Section 4.04(a) hereof or sub-clause (y) of Section 4.04(b)(14) above if, after giving *pro forma* effect to such incurrence (including the *pro forma* application of the proceeds therefrom), the aggregate principal amount of Indebtedness then outstanding of Restricted Subsidiaries that are not Subsidiary Guarantors pursuant to Section 4.04(a) hereof or sub-clause (y) of Section 4.04(b)(14) above (excluding intercompany Preferred Stock issued between or among the Issuer and the Restricted Subsidiaries) exceeds the greater of (a) $160.0 million and (b) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA of the Issuer for the most recently ended Test Period (calculated on a *Pro Forma* Basis).

(d) For purposes of determining compliance with this Section 4.04, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Debt or is entitled to be incurred pursuant to Section 4.04(a), the Issuer shall, in its sole discretion, divide, classify or reclassify, or later divide, classify or reclassify, such item of Indebtedness (or

any portion thereof) in any manner that complies with this Section 4.04 and such item of Indebtedness will be treated as having been incurred pursuant to only one of the clauses in Section 4.04(b) or pursuant to Section 4.04(a), but may be incurred partially under one clause and partially under one or more other clauses; *provided* that all Indebtedness under the Exit Facilities Credit Agreement which is in existence on the Completion Date shall be deemed to have been incurred on the Completion Date pursuant to Section 4.04(b)(1)(A) hereof, and the Issuer shall not be permitted to reclassify all or any portion of such Indebtedness.

(e) Accrual of interest, the accretion of accreted value, the amortization or accretion of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock of the same class, the accretion of liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an incurrence of Indebtedness for purposes of this Section 4.04 or Section 4.06. Guarantees of, or obligations in respect of letters of credit, bankers' acceptances or similar instruments relating to, or Liens securing, Indebtedness which are otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; *provided* that the incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this Section 4.04. Indebtedness that is cash collateralized shall not be deemed to be Indebtedness hereunder to the extent of such cash collateralization. The principal amount of any Disqualified Stock or Preferred Stock will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof.

(f) For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the principal amount of Indebtedness denominated in another currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; *provided* that if such Indebtedness is incurred to refinance other Indebtedness denominated in another currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (i) the principal amount of such Indebtedness being refinanced (plus unused commitments thereunder) plus (ii) the aggregate amount of accrued interest, premiums (including call and tender premiums), defeasance costs, underwriting discounts, fees, commissions, costs and expenses (including original issue discount, upfront fees and similar items) incurred in connection with such refinancing. The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

(g) This Indenture will not treat (1) unsecured Indebtedness as subordinated or junior to secured Indebtedness merely because such Indebtedness is unsecured or (2) Indebtedness as subordinated or junior to any other Indebtedness solely because such Indebtedness has a junior priority with respect to shared collateral or because it is guaranteed by other obligors.

Section 4.05 Limitation on Restricted Payments.

(a) The Issuer shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any payment or distribution on account of the Issuer's or any of its Restricted Subsidiaries' Equity Interests, including any dividend or distribution payable in connection with any merger, amalgamation or consolidation other than:

(A) dividends, payments or distributions by the Issuer payable solely in Equity Interests (other than Disqualified Stock) of the Issuer or in options, warrants or other rights to purchase such Equity Interests (other than Disqualified Stock); or

(B) dividends, payments or distributions by a Restricted Subsidiary so long as, in the case of any dividend, payment or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary, the Issuer or a Restricted Subsidiary receives at least its *pro rata* share of such dividend, payment or distribution in accordance with its Equity Interests in such class or series of securities;

(2) redeem, purchase, repurchase, defease or otherwise acquire or retire for value any Equity Interests of the Issuer or any parent entity of the Issuer, including in connection with any merger, amalgamation or consolidation, in each case, held by a Person other than the Issuer or a Restricted Subsidiary;

(3) make any principal payment on, or redeem, purchase, repurchase, defease, discharge or otherwise acquire or retire for value, in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness that constitutes Material Indebtedness, other than:

(A) Indebtedness permitted to be incurred or issued under clause (4) of Section 4.04(b); or

(B) the prepayment, redemption, purchase, repurchase, defeasance, discharge or other acquisition or retirement of Subordinated Indebtedness that constitutes Material Indebtedness in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of prepayment, redemption, purchase, repurchase, defeasance, discharge or acquisition or retirement; or

(4) make any Restricted Investment

(all such payments and other actions set forth in clauses (1) through (4) above (other than any exceptions thereto) being collectively referred to as "*Restricted Payments*"), unless, at the time of such Restricted Payment:

(A) no Event of Default shall have occurred and be continuing (or would immediately thereafter result therefrom);

(B) other than in the case of a Restricted Payment under clauses(3) and

(5) above, and only in reliance on clause (c)(i) below, immediately after giving effect to such transaction on a *Pro Forma* Basis, the Issuer could incur $1.00 of additional Indebtedness under the provisions of Section 4.04(a); and

(A) the aggregate amount of such Restricted Payment and all other Restricted Payments declared or made subsequent to the Issue Date (including Restricted Payments permitted by clauses (3) and (6) of Section 4.05(b) but excluding Restricted Payments permitted by all other clauses of Section 4.05(b)) would not exceed the sum of (without duplication):

(i) Consolidated Adjusted EBITDA of the Issuer, minus 140% of Consolidated Interest Expense of the Issuer, in each case, for the period (taken as one accounting period) from June 1, 2023 until the last day of the then-most recent fiscal quarter or fiscal year, as applicable, for which financial statements have been delivered pursuant to Section 4.09 (which amount, if less than zero, shall not be taken into account for any such period);

(ii) all cash repayments of principal received by the Issuer or any Restricted Subsidiary from any Minority Investments or Unrestricted Subsidiaries on account of loans made by the Issuer or any Restricted Subsidiary to such Minority Investments or Unrestricted Subsidiaries during the period from and including the Business Day immediately following the Completion Date through and including the time of determination;

(iii) 100% of the aggregate amount received in cash and the fair market value of marketable securities or other property received by means of (a) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary) of Investments made pursuant to this clause (C) by the Issuer or any Restricted Subsidiary and repurchases and redemptions of such Investments from the Issuer or any Restricted Subsidiary and repayments of loans or advances, and releases of guarantees constituting such Investments made by the Issuer or any Restricted Subsidiary, in each case, after the Completion Date; and (b) the sale (other than to the Issuer or a Restricted Subsidiary) of the stock or other ownership interest of Minority Investments, any Unrestricted Subsidiary or Excluded Project Subsidiary or a dividend or distribution from a Minority Investment, Unrestricted

Subsidiary or Excluded Project Subsidiary (other than in each case to the extent the Investment in such Minority Investment, Unrestricted Subsidiary or Excluded Project Subsidiary was made by the Issuer or a Restricted Subsidiary pursuant to the proviso in clause (i) of the definition of "*Permitted Investment*" and other than to the extent such dividend or distribution from an Unrestricted Subsidiary or Excluded Project Subsidiary is applied to make a Restricted Payment pursuant to this Section 4.05 to fund tax or other liabilities of such Unrestricted Subsidiary or Excluded Project Subsidiary that are payable by a direct or indirect parent of the Issuer on behalf of such Unrestricted Subsidiary or Excluded Project Subsidiary), in each case, after the Completion Date;

(iv) in the case of the redesignation of an Unrestricted Subsidiary or an Excluded Project Subsidiary as, or merger, consolidation or amalgamation of an Unrestricted Subsidiary or Excluded Project Subsidiary with or into, a Restricted Subsidiary after the Completion Date, the fair market value of the Investment in such Unrestricted Subsidiary or Excluded Project Subsidiary at the time of the redesignation of such Unrestricted Subsidiary or Excluded Project Subsidiary as, or merger, consolidation or amalgamation of such Unrestricted Subsidiary or Excluded Project Subsidiary with or into, a Restricted Subsidiary, other than to the extent the Investment in such Unrestricted Subsidiary or Excluded Project Subsidiary was made by the Issuer or a Restricted Subsidiary pursuant to the *proviso* in clause (i) of the definition of "Permitted Investment";

(v) 100% of the aggregate net cash proceeds and the fair market value of marketable securities or other property received by the Issuer since immediately after the Completion Date (other than net cash proceeds from the Completion Date Rights Offering) from the issue or sale of Indebtedness or Disqualified Stock of the Issuer or a Restricted Subsidiary that has been converted into or exchanged for Capital Stock of the Issuer or any direct or indirect parent of the Issuer; *provided* that this clause (v) shall not include the proceeds from (a) Capital Stock or Stock Equivalents or Indebtedness that has been converted or exchanged for Capital Stock or Stock Equivalents of the Issuer sold to a Restricted Subsidiary, as the case may be or (b) Disqualified Stock or Indebtedness that has been converted or exchanged into Disqualified Stock or (c) any Excluded Contribution;

(vi) 100% of the aggregate net cash proceeds and the fair market value of marketable securities or other property received by the Issuer from the issue or sale of its Capital Stock (other than Disqualified Stock) or other capital contributions subsequent to the Completion Date (including (A) the aggregate principal amount of any Indebtedness of the Issuer or a Restricted Subsidiary contributed to the Issuer or a Restricted Subsidiary for cancellation and (B) proceeds from the issuance of Capital Stock or Stock Equivalents of any direct or indirect parent of the Issuer (to the extent the proceeds of any such issuance are contributed to the Issuer)) or that becomes part of the capital of the

Issuer or a Restricted Subsidiary through consolidation or merger subsequent to the Completion Date (other than (x) net cash proceeds received from an issuance or sale of such Capital Stock to a Subsidiary of the Issuer or to an employee stock ownership plan, option plan or similar trust to the extent such sale to an employee stock ownership plan, option plan or similar trust is financed by loans from or guaranteed by the Issuer or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination; (y) Excluded Contributions and (z) net cash proceeds received from the Completion Date Rights Offering);

(vii) the aggregate amount of proceeds to be used for mandatory prepayment of any Credit Facilities that has been declined by any lenders thereunder and retained by the Issuer during the period from and including the Business Day immediately following the Completion Date through and including the time of determination; and

(viii) the greater of (x) $150.0 million and (y) solely on or after the Q2 2024 Financials Date, 25% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis).

(b) The provisions of the preceding paragraph will not prohibit the following:

(1) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Equity Interests, Disqualified Stock or Subordinated Indebtedness of the Issuer or any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Equity Interests of the Issuer, or of a parent entity that is contributed to the Issuer (other than Disqualified Stock and other than Equity Interests issued or sold to a Subsidiary or an employee stock ownership plan or similar trust to the extent such sale to an employee stock ownership plan or similar trust is financed by loans from or guaranteed by the Issuer or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination); *provided*, *however*, that the net cash proceeds from such sale of Capital Stock will be excluded from Section 4.05(a)(4)(C)(vi);

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness of the Issuer or any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Subordinated Indebtedness of the Issuer or any Subsidiary Guarantor, so long as such refinancing Subordinated Indebtedness are permitted to be incurred pursuant to Section 4.04;

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Disqualified Stock of the Issuer or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Disqualified Stock of the Issuer or such Restricted Subsidiary, as the case may be, so long as such refinancing Disqualified Stock is permitted to be incurred pursuant to Section 4.04;

(4) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of any Subordinated Indebtedness at a purchase price not greater than 101% of the principal amount of such Subordinated Indebtedness in the event of a Change of Control Triggering Event in accordance with provisions similar to Section 4.11, *provided* that, prior to or simultaneously with such purchase, repurchase, redemption, defeasance or other acquisition or retirement, the Issuer has made the Change of Control Offer as provided in Section 4.11 with respect to the Notes and has completed the repurchase of all Notes validly tendered for payment in connection with such Change of Control Offer;

(5) any purchase or redemption of Subordinated Indebtedness from net sale proceeds of any Disposition;

(6) dividends paid within 90 days after the date of declaration if at such date of declaration such dividend would have complied with this Section 4.05 or the redemption of Indebtedness within 90 days after giving notice of redemption thereof if, at the date of such redemption notice, such redemption would have complied with this Section 4.05;

(7) the Issuer may (or may make Restricted Payments to permit any direct or indirect parent thereof to) redeem, acquire, retire or repurchase shares of its (or such parent's) Capital Stock or Stock Equivalents held by any present or former officer, manager, consultant, director or employee (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Issuer (or any direct or indirect parent thereof) and any Subsidiaries, so long as such repurchase is pursuant to, and in accordance with the terms of, any stock option or stock appreciation rights plan, any management, director and/or employee benefit, stock ownership or option plan, stock subscription plan or agreement, employment termination agreement or any employment agreements or stockholders' or shareholders' agreement; *provided*, *however*, that the aggregate amount of payments made under this clause (7), when combined with Investments made pursuant to clause (k) of the definition of "Permitted Investment", do not exceed in any calendar year $25.0 million (which shall increase to $50.0 million subsequent to the consummation of an initial public offering of, or registration of, Capital Stock by the Issuer (or any direct or indirect parent company `of the Issuer)) (with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum (without giving effect to the following proviso) of $60.0 million in any calendar year (which shall increase to $100.0 million subsequent to the consummation of an underwritten public offering of, or registration of, Capital Stock by the Issuer or any direct or indirect parent company of the Issuer)); *provided*, *further*, that such amount in any calendar year may be increased by an amount not to exceed:

(A) the cash proceeds from the sale of Capital Stock (other than Disqualified Stock, any sale or issuance to any Subsidiary and any contribution or issuance applied by virtue of Section 4.05(a)(4)(C)) of the Issuer and, to the extent

contributed to the Issuer, Capital Stock of any of the Issuer's direct or indirect parent companies, in each case to present or former officers, managers, consultants, directors or employees (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Issuer (or any of its direct or indirect parent companies) or any Subsidiary of the Issuer that occurs after the Completion Date; *provided* that such Capital Stock or proceeds of such Capital Stock will not increase the amount available for Restricted Payments under clause (c) of the preceding paragraph); plus

(B) the cash proceeds of key man life insurance policies received by the Issuer or any Restricted Subsidiary after the Completion Date; less

(C) the amount of any dividends or distributions previously made with the cash proceeds described in clauses (A) and (B) above; and *provided*, *further*, that cancellation of Indebtedness owing to the Issuer or any Restricted Subsidiary from present or former officers, managers, consultants, directors or employees (or their respective Affiliates, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Issuer (or any of its direct or indirect parent companies), or any Subsidiary of the Issuer in connection with a repurchase of Capital Stock or Stock Equivalents of the Issuer or any of its direct or indirect parent companies will not be deemed to constitute a dividend for purposes of this Section 4.05 or any other provision of this Indenture;

(8) Restricted Payments that are made (a) in an amount not to exceed the amount of Excluded Contributions or (b) in an amount equal to the amount of net cash proceeds from an asset sale or disposition in respect of property or assets acquired, if the acquisition of such property or assets were financed with Excluded Contributions;

(9) Restricted Payments to any direct or indirect parent company of the Issuer in amount required for any such direct or indirect parent to pay, in each case without duplication:

(A) foreign, federal, state and local, and other similar income Taxes, to the extent such income Taxes are attributable to the income of the Issuer and its Subsidiaries; *provided* that for purposes of this clause (9)(A), such Taxes shall be deemed to equal the amount that the Issuer and its Subsidiaries would be required to pay in respect of foreign, federal, state and local, and other similar income Taxes if the Issuer were the parent of a standalone consolidated, combined, affiliated, unitary or similar income tax group including its Subsidiaries; *provided*, *further*, that the permitted payment pursuant to this clause (9)(A) with respect to any taxes of any Unrestricted Subsidiary or Excluded Project Subsidiary for any taxable period shall be limited to the amount actually paid with respect to such period by such Unrestricted Subsidiary or Excluded Project Subsidiary to the Issuer or its Restricted Subsidiaries for the purposes of paying such taxes;

(B) (i) such parents' and their respective Subsidiaries' general operating expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses provided by third parties) to the extent such costs and expenses are attributable to the ownership or operation of the Issuer and its Restricted Subsidiaries and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Issuer or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries, (ii) any indemnification claims made by directors or officers of the Issuer (or any parent thereof) to the extent such claims are attributable to the ownership or operation of the Issuer or any Restricted Subsidiary and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Issuer or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries or (iii) fees and expenses otherwise due and payable by the Issuer (or any parent thereof and such parent's Subsidiaries) or any Restricted Subsidiary and not prohibited to be paid by the Issuer and its Restricted Subsidiaries under this Indenture;

(C) franchise, licensing and excise Taxes and other fees, Taxes and expenses required to maintain the corporate existence of any direct or indirect parent of the Issuer;

(D) to finance any Investment permitted to be made by the Issuer or any Restricted Subsidiary under this Indenture; *provided* that (i) such Restricted Payment shall be made substantially concurrently with the closing of such Investment, (ii) such parent shall, immediately following the closing thereof, cause (x) all property acquired (whether assets, Capital Stock or Stock Equivalents) to be contributed to the Issuer or such Restricted Subsidiary or (y) the merger, amalgamation or consolidation of the Person formed or acquired into the Issuer or any Restricted Subsidiary and (iii) any property received in connection with such transaction shall not increase the amount available for Restricted Payments under Section 4.05(a)(4)(C);

(E) customary costs, fees and expenses (other than to Affiliates) related to any unsuccessful equity or debt offering or acquisition or disposition transaction payable by the Issuer or the Restricted Subsidiaries;

(F) customary salary, bonus, severance and other benefits payable to officers, employees or consultants of any direct or indirect parent company (and such parent's Subsidiaries) of the Issuer to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Issuer, its Restricted Subsidiaries and (to the extent of cash actually paid by Unrestricted Subsidiaries or Excluded Project Subsidiaries to the Issuer or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries and Excluded Project Subsidiaries;

(G) [reserved];

(H) to the extent constituting Restricted Payments, amounts that would be permitted to be paid directly by the Issuer or its Restricted Subsidiaries pursuant to any transactions on terms that are, taken as a whole, not materially less favorable to the Issuer or such Restricted Subsidiary as it would obtain in a comparable arm's- length transaction with a Person that is not an Affiliate (as determined in good faith by the Issuer);

(I) AHYDO catch-up payments with respect to Indebtedness of any direct or indirect parent of the Issuer; *provided* that the proceeds of such Indebtedness have been contributed to the Issuer as a capital contribution; and

(J) expenses incurred by any direct or indirect parent of the Issuer in connection with any public offering or other sale of Capital Stock or Stock Equivalents or Indebtedness (i) where the net proceeds of such offering or sale are intended to be received by or contributed to the Issuer or a Restricted Subsidiary, (ii) in a pro-rated amount of such expenses in proportion to the amount of such net proceeds intended to be so received or contributed or (iii) otherwise on an interim basis prior to completion of such offering so long as any direct or indirect parent of the Issuer shall cause the amount of such expenses to be repaid to the Issuer or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed;

(10) Restricted Payments in connection with a Permitted Spin-Out Transaction;

(11) payments made in connection with the IPOCo Transactions, the Qualified IPO and the transactions relating thereto, and the payment of all reasonable and customary fees and expenses incurred in connection therewith or owed by the Issuer, a direct or indirect parent or Restricted Subsidiaries of the Issuer to Affiliates;

(12) the payment of customary fees for management, monitoring, consulting, advisory, underwriting, placement and financial services rendered to the Issuer and its Restricted Subsidiaries and customary investment banking fees paid for services rendered to the Issuer and its Restricted Subsidiaries in connection with divestitures, acquisitions, financings and other transactions, whether or not consummated;

(13) repurchases of Capital Stock or Stock Equivalents of the Issuer (or any direct or indirect parent thereof) deemed to occur upon exercise of stock options or warrants if such Capital Stock or Stock Equivalents represents a portion of the exercise price of such options or warrants, and any Restricted Payments to any direct or indirect parent thereof as and when necessary to enable such parent to effect such repurchases;

(14) the Issuer may (i) pay cash in lieu of fractional shares in connection with any dividend, distribution, split, reverse share split, merger, consolidation, amalgamation or other combination thereof or any acquisition, and any Restricted Payment to the

Issuer's direct or indirect parent in order to effect the same and (ii) honor any conversion request by a holder of convertible Indebtedness and make cash payments in lieu of fractional shares in connection with any such conversion and may make payments on convertible Indebtedness in accordance with its terms;

(15) Restricted Payments in connection with a Permitted Reorganization Transaction or an IPO Reorganization Transaction;

(16) following the one year anniversary of the Completion Date, so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Issuer may make Restricted Payments following the registration or first public offering of the Issuer's Capital Stock or Stock Equivalents or the Capital Stock or Stock Equivalents of any of its direct or indirect parents after the Completion Date, so long as the aggregate amount of all such Restricted Payments in any calendar year does not exceed the greater of (x) 6.0% of the market capitalization of the Issuer (or its direct or indirect parent, as applicable, to the extent attributable to the Issuer and its Subsidiaries, as determined in good faith by the Issuer) calculated on a trailing twelve-month average basis and (y) 6.0% of the net cash proceeds of such public offering;

(17) the Issuer may make Restricted Payments in an amount equal to withholding or similar Taxes payable or expected to be payable by any present or former employee, director, manager or consultant (or their respective Affiliates, estates or immediate family members) and any repurchases of Capital Stock or Stock Equivalents in consideration of such payments including deemed repurchases in connection with the exercise of stock options;

(18) the purchase, redemption, acquisition, cancellation or other retirement (and any distribution to a parent to effect the foregoing) for a nominal value per right of any rights granted to all the holders of Capital Stock of the Issuer (or any direct or indirect parent thereof) pursuant to any shareholders' rights plan adopted for the purpose of protecting shareholders from unfair takeover tactics; *provided*, that any such purchase, redemption, acquisition, cancellation or other retirement of such rights is not for the purpose of evading the limitations of this Section 4.05 (all as determined in good faith by the Issuer);

(19) the payment of indemnities and reasonable expenses incurred by the Permitted Holders and their Affiliates in connection with services provided to the Issuer (or any direct or indirect parent thereof), or any of the Subsidiaries of the Issuer;

(20) the Issuer may make Restricted Payments (i) in connection with the Transactions or as contemplated by the Plan, and (ii) in an amount sufficient so as to allow any direct or indirect parent of the Issuer to make when due (but without regard to any permitted deferral on account of financing agreements) any payment pursuant to any Shared Services and Tax Agreements; *provided* that solely in the case of the payment of Taxes of the type described in clause (9)(A) of this Section 4.05(b) under a Shared Services and Tax Agreement (and in lieu of making a Restricted Payment thereunder as

contemplated by clause (9)(A) of this Section 4.05(b)), the amount of such payments shall not exceed the amount permitted to be paid as Restricted Payments under clause (9)(A) of this Section 4.05(b);

(21) so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Issuer may make Restricted Payments in amounts up to the greater of (x) $160.0 million and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis);

(22) the Issuer may make Restricted Payments in connection with Receivables Fees and Securitization Fees;

(23) declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Preferred Stock that is issued as permitted under this Indenture;

(24) so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Issuer may make Restricted Payments in an unlimited amount, *provided* that the Consolidated Total Net Leverage Ratio (calculated on a *Pro Forma* Basis) shall not be greater than (i) at any time prior to the Q2 2024 Financials Date, 1.50 to 1.00 or (ii) at any time on or after the Q2 2024 Financials Date, 2.00 to 1.00;

(25) the Issuer may make distributions of, or Investments in, Receivables Facility Assets for purposes of inclusion in any Permitted Receivables Financing and Securitization Assets for purposes of inclusion in any Qualified Securitization Financing, in each case made in the ordinary course of business or consistent with past practices;

(26) the declaration and payment of dividends or distributions to holders of any class or series of Disqualified Stock of the Issuer or any Restricted Subsidiary, in each case, issued in accordance with Section 4.04(b)(37);

(27) any dividends made in connection with the Transactions (and the fees and expenses related thereto) or used to fund amounts owed to Affiliates in connection with the Transactions (including dividends or distributions to any direct or indirect company of the Issuer to permit payment by such parent of such amount), and dividends in respect of working capital adjustments or purchase price adjustments pursuant to any acquisition or Investment permitted under or not otherwise prohibited by this Indenture and to satisfy indemnity and other similar obligations in connection with any acquisition or other Investment permitted under or not otherwise prohibited by this Indenture;

(28) the distribution, by dividend or otherwise, of shares of Capital Stock or Stock Equivalents of, or Indebtedness owed to the Issuer or a Restricted Subsidiary by, Unrestricted Subsidiaries or the proceeds thereof; and

(29) any redemption, defeasance, repurchase, exchange or other acquisition or retirement of Subordinated Indebtedness in an aggregate amount not to exceed the greater of (x) $160.0 million and (y) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period (calculated on a *Pro Forma* Basis).

(c) For purposes of determining compliance with this Section 4.05, in the event that a proposed Restricted Payment or Permitted Investment (or a portion thereof) meets the criteria of more than one of the categories of Restricted Payments described in the preceding clauses (1) through (29) of Section 4.05(b) and/or is entitled to be made pursuant to Section 4.05(a) and/or one or more of the clauses contained in the definition of "Permitted Investment", the Issuer will be entitled to divide or classify (or later divide, classify or reclassify in whole or in part in its sole discretion) such Restricted Payment or Permitted Investment (or a portion thereof) among such clauses (1) through (29) of Section 4.05(b) and/or Section 4.05(a) and/or one or more of the clauses contained in the definition of "Permitted Investment", in a manner that otherwise complies with this Section 4.05.

(d) The amount of all Restricted Payments (other than cash) will be the fair market value on the date of such Restricted Payment of the assets or securities proposed to be transferred or issued by the Issuer or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The amount of any Restricted Payment paid in cash shall be its face amount.

(e) If the Issuer or a Restricted Subsidiary makes a Restricted Payment which at the time of the making of such Restricted Payment would in the good faith determination of the Issuer be permitted under the provisions of this Indenture, such Restricted Payment shall be deemed to have been made in compliance with this Indenture notwithstanding any subsequent adjustments made in good faith to the Issuer's financial statements affecting Consolidated Net Income or Consolidated Adjusted EBITDA of the Issuer for any period.

(f) Notwithstanding anything to the contrary set forth herein, in no event shall the Issuer or any Restricted Subsidiary be permitted to make a disposition or Investment in the form of a transfer of Material Intellectual Property to any Unrestricted Subsidiary; *provided* that the Issuer and its Restricted Subsidiaries shall be permitted to grant non-exclusive licenses to any Unrestricted Subsidiary in the ordinary course of business.

Section 4.06 Limitation on Liens.

(a) The Issuer will not, and will not permit any Subsidiary Guarantor to, create, incur, assume or permit to exist or become effective any mortgage, pledge or other Lien (other than (1) prior to a Release Event, Permitted Liens and (2) following a Release Event, Permitted Post- Release Liens) upon any Principal Property to secure indebtedness for borrowed money of the Issuer and the Subsidiary Guarantors, unless all payments due under this Indenture and the Notes issued thereunder are secured equally and ratably with (or prior to) the Obligations so secured prior to or simultaneously with the creation of such Lien until such time as such Obligations are no longer secured by a Lien.

(b) Any Lien created for the benefit of the Holders pursuant to this Section 4.06 shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Lien that gave rise to the obligation to secure the Notes.

(c) With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "*Increased Amount*" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Section 4.07 Limitations on Susquehanna Transactions.

(a) The Issuer will not, and will not permit any Restricted Subsidiary to, make a Restricted Payment of all or a portion of the Susquehanna Assets;

(b) The Issuer will not, and will not permit any Restricted Subsidiary to, make an Investment in any Person using all or a portion of the Susquehanna Assets;

(c) The sale or other Disposition of all or a portion of the Susquehanna Assets shall constitute the sale of "all or substantially all" of the assets of the Issuer and Restricted Subsidiaries for purposes of Article 5 and the definition of "Change of Control"; and

(d) The Issuer will not, and will not permit any Restricted Subsidiary to, enter into any transaction in which Susquehanna ceases to be a Subsidiary Guarantor other than a transaction that complies with of Article 5 and Section 4.11;

provided that the foregoing shall not prohibit:

(1) any sale or other Disposition of Susquehanna Assets with an aggregate fair market value per 12-month period equal to or less than $2.0 million;

(2) any sale or other Disposition of Susquehanna Assets that occurs in the ordinary course of business and consistent with past practice; and

(3) any sale or other Disposition, Restricted Payment or Investment involving Susquehanna Assets among the Issuer and one or more Subsidiary Guarantors,

provided, *further* that, in the case of clauses (1) and (2) above, any such Susquehanna Assets not transferred or disposed shall be held by the Issuer or one or more Subsidiary Guarantors.

Section 4.08 Additional Subsidiary Guarantees.

(a) If any Wholly Owned Domestic Subsidiary (that does not constitute an Excluded Subsidiary) of the Issuer other than a Subsidiary Guarantor (i) guarantees any Indebtedness under the Exit Facilities Credit Agreement or (ii) if the Issuer has no Indebtedness outstanding under the Exit Facilities Credit Agreement, guarantees any Additional Indebtedness, then within 60 days thereof the Issuer shall cause such Wholly Owned Domestic Subsidiary to execute and deliver to the Trustee a supplemental indenture pursuant to which such Subsidiary will guarantee payment of the Notes on the same terms and conditions as those applicable to the Subsidiary Guarantors under this Indenture and will deliver to the Trustee an Officer's Certificate and Opinion of Counsel that such supplemental indenture is authorized or permitted by this Indenture, and an Opinion of Counsel that such supplemental indenture has been duly authorized, executed and delivered and constitutes a legally valid and enforceable obligation (subject to customary qualifications and exceptions).

(b) Other than during a Release Period, any such Wholly Owned Domestic Subsidiary (that does not constitute an Excluded Subsidiary) will, within 45 days after the execution of such supplemental indenture, to the extent that any existing or future assets of such Wholly Owned Domestic Subsidiary would constitute Collateral under the Note Security Documents, pledge all such existing or future assets constituting Collateral to secure its guarantee, and the Issuer will cause all of the Capital Stock in such Wholly Owned Domestic Subsidiary (that does not constitute an Excluded Subsidiary) owned by the Issuer or any Subsidiary Guarantor to be pledged to secure the Notes and the Subsidiary Guarantees and shall cause the Liens thereon to be valid and perfected, subject to the limitations set forth in this Indenture and the Note Security Documents.

(c) Thereafter (unless and until an additional Release Period occurs), such Wholly Owned Domestic Subsidiary will be a Subsidiary Guarantor until such Wholly Owned Domestic Subsidiary's Subsidiary Guarantee is released in accordance with this Indenture.

Section 4.09 Reports.

(a) The Issuer shall:

(1) within 120 days (150 days in the case of the fiscal year ending after the Issue Date) after the end of each fiscal year of the Issuer commencing with the fiscal year ending December 31, 2023, provide Holders with (i) a copy of the annual audit report for such year for the Issuer, including a consolidated balance sheet of the Issuer and its Subsidiaries as of the end of such fiscal year and a consolidated statement of operations and a statement of cash flows of the Issuer and its Subsidiaries for such fiscal year, in each case accompanied by an opinion as to such audit report of an independent public accountant of recognized standing and (ii) management's discussion and analysis of the important operational and financial developments during such fiscal year which shall be prepared on a basis consistent with the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations for the Year Ended December 31, 2022" in the Offering Circular, as determined in good faith by the Issuer;

(2) within 60 days (75 days in the case of the first three fiscal quarters ending after the Issue Date) after the end of each of the first three quarters of each fiscal year, commencing with the quarter ended March 31, 2023, provide Holders with a consolidated balance sheet of each of the Issuer and its Subsidiaries as of the end of such quarter and a consolidated statement of income and a consolidated statement of cash flows of the Issuer and its Subsidiaries; and

(3) hold a quarterly conference call for Holders to discuss financial information (it being understood that such quarterly conference call may be the same conference call as with the Issuer's (or as applicable, any direct or indirect parent company's) equity investors and analysts) delivered pursuant to clauses (1) and (2) of this Section 4.09(a) not later than 20 Business Days after the delivery of such information and will provide notice to Holders through the facilities of the Depository or by issuing a press release to an internationally recognized wire service at least three Business Days prior to the date of the conference call, announcing the time and date of such conference call and either including all information necessary to access the call or directing Holders to the appropriate contact at the Issuer to obtain such information.

(b) If the Issuer is a Subsidiary of any direct or indirect parent company, the financial information required by the preceding paragraph may be those of such direct or indirect parent company instead of the Issuer; *provided* that, if there are material differences (as determined in good faith by the Issuer) between the consolidated results of operations and financial condition of such direct or indirect parent company and its consolidated Subsidiaries, on the one hand, and of the Issuer and its consolidated Subsidiaries, on the other hand, the quarterly and annual information required by the preceding paragraph will include a discussion of such material differences in reasonable detail as determined in good faith by the Issuer. For the avoidance of doubt, the information referred to in the proviso in the preceding sentence need not be audited.

(c) The Issuer will be deemed to have satisfied its obligation to deliver information under this Section 4.09 if information is filed or furnished with the SEC for public availability or is posted on a website (which may be nonpublic and may be password-protected) hosted by the Issuer or by a third party, in each case within the applicable time periods specified above. To the extent that any information required by this Section 4.09 is not delivered to Holders within the applicable time periods specified above and such information is subsequently delivered, the Issuer will be deemed to have satisfied its obligations under this Section 4.09 with respect to such information and any default or Event of Default with respect thereto will be deemed to have been cured and any acceleration of the Notes resulting therefrom will be deemed to have been rescinded so long as such rescission would not conflict with any applicable judgment or decree.

(d) For so long as any Notes remain outstanding, if at any time the Issuer is not required to file with the SEC the reports referred to in the preceding paragraphs, the Issuer will furnish to the Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(e) To the extent any such reports, information and documents are delivered to the Trustee, such delivery is for informational purposes only and the Trustee's receipt of such will

not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including compliance by the Issuer and the Subsidiary Guarantors with any of their covenants under this Indenture (as to which the Trustee is entitled to rely exclusively on Officer's Certificates). The Trustee shall have no duty to review or analyze reports delivered under this Section 4.09.

(f) During registration with respect to a Qualified IPO, the Issuer or other Person that may provide the information required by this Section 4.09 will not be required to disclose any information or take any actions that, in the view of the Issuer, would violate the applicable securities laws or the SEC's "gun jumping" rules or otherwise have an adverse effect on the Qualified IPO.

Section 4.10 Designation of Restricted Subsidiaries, Unrestricted Subsidiaries and Excluded Project Subsidiaries

(a) The Issuer may designate any Restricted Subsidiary (including any Restricted Subsidiary or any newly acquired or newly formed Restricted Subsidiary) to be an Unrestricted Subsidiary or an Excluded Project Subsidiary (a "Designation") so long as:

(1) no Event of Default exists or would result from such Designation after giving *Pro Forma* Effect thereto;

(2) such Designation would be permitted under Section 4.05 or the definition of "Permitted Investment".

(b) If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture, and any Indebtedness of such Subsidiary shall be deemed to be incurred as of such date.

(c) If, at any time, any Excluded Project Subsidiary remains a Restricted Subsidiary of the Issuer, but fails to meet the requirements set forth in the definition of "Non-Recourse Subsidiary", it shall thereafter cease to be an Excluded Project Subsidiary for purposes of this Indenture and, unless it is, or has been, designated as an Unrestricted Subsidiary at or prior to the time of such failure, such Subsidiary shall be deemed to be a Restricted Subsidiary for all purposes of this Indenture and any then outstanding Indebtedness of such Subsidiary that would otherwise only have been permitted to have been incurred by an Excluded Project Subsidiary will be deemed to be incurred by a Restricted Subsidiary that is not an Excluded Project Subsidiary as of such date.

(d) The Issuer may revoke any designation of a Subsidiary as an Unrestricted Subsidiary or an Excluded Project Subsidiary (a "*Revocation*") only if, immediately after giving effect to such Revocation:

(1) all Indebtedness of such Unrestricted Subsidiary or Excluded Project Subsidiary, as applicable, outstanding immediately following such Revocation would, if incurred at such time, have been permitted to be incurred under this Indenture; and

(2) no Event of Default exists or would result from such Revocation after giving *Pro Forma* Effect thereto.

(e) Any such Designation or Revocation shall be evidenced to the Trustee by filing with the Trustee an Officer's Certificate certifying that such Designation or Revocation complies with the foregoing conditions.

(f) A Revocation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of any outstanding Indebtedness of such Unrestricted Subsidiary or Excluded Project Subsidiary, as applicable.

(g) Notwithstanding the foregoing, no Subsidiary may be designated as an Unrestricted Subsidiary if (a) such Subsidiary owns any Material Intellectual Property at the time of designation or (b) after such designation, it would be a "Restricted Subsidiary" for the purpose of (or otherwise subject to the covenants governing) any Material Indebtedness for borrowed money that is secured on a pari passu basis with the Notes.

Section 4.11 Offer to Repurchase Upon a Change of Control Triggering Event.

(a) If a Change of Control Triggering Event occurs, unless a third party makes a Change of Control Offer or the Issuer has previously or substantially concurrently therewith delivered a redemption notice with respect to all the outstanding Notes as described in Section 4.11(d), each Holder will have the right to require the Issuer to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of that Holder's Notes pursuant to a change of control offer (the "*Change of Control Offer*"). In the Change of Control Offer, the Issuer will offer a payment (the "*Change of Control Payment*") in cash equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest, if any, on the Notes to but excluding the date of purchase, subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control Triggering Event, the Issuer shall mail (or deliver electronically) a notice to each Holder describing the transaction or transactions that constitute the Change of Control Triggering Event and stating:

(1) that the Change of Control Offer is being made pursuant to this Section 4.11 and that all Notes tendered will be accepted for payment;

(2) the purchase price and the purchase date, which date will be no earlier than 10 days and no later than 60 days from the date such notice is mailed or delivered electronically (the "*Change of Control Payment Date*");

(3) that any Note not tendered will continue to accrue interest;

(4) that, unless the Issuer defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest after the Change of Control Payment Date;

(5) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer shall be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, email, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have the Notes purchased; and

(7) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $2,000 in principal amount or an integral multiple of $1,000 in excess of $2,000.

(b) The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws, rules or regulations conflict with the provisions of this Section 4.11, the Issuer shall comply with the applicable securities laws, rules and regulations, including Rule 14e-1 under the Exchange Act, and shall not be deemed to have breached its obligations under this Section 4.11 by virtue of such compliance. The Issuer may rely on any no-action letters issued by the SEC indicating that the staff of the SEC will not recommend enforcement action in the event a tender offer satisfies certain conditions.

(c) On the Change of Control Payment Date, the Issuer shall, to the extent lawful:

(1) accept for payment all Notes or portions of Notes validly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes validly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes validly tendered together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuer.

The Paying Agent shall promptly deliver to each Holder validly tendered the Change of Control Payment for the Notes, and the Trustee shall promptly authenticate and deliver (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each new Note shall be in a minimum principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. The Issuer shall notify the Holders and the Trustee of the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(d) Notwithstanding anything to the contrary in this Section 4.11, the Issuer shall not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 4.11 and purchases all such Notes validly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption with has been previously given or is concurrently given pursuant to Section 3.03 hereof, unless and until there is a default in payment of the applicable redemption price. A Change of Control Offer may be made in advance of a Change of Control Triggering Event, with the obligation to pay and the timing of payment conditioned upon the occurrence of a Change of Control Triggering Event, if a definitive agreement to effect a Change of Control is in place at the time the Change of Control Offer is made.

(e) A Change of Control Offer may be made at the same time as consents are solicited with respect to an amendment, supplement or waiver of this Indenture, the Notes and/or the Subsidiary Guarantees (but the Change of Control Offer may not condition tenders on the delivery of such consents). In addition, the Issuer or any third party that is making the Change of Control Offer may, subject to Applicable Law, increase the Change of Control Payment being offered to Holders at any time in its sole discretion.

Section 4.12 Application of Covenants.

(a) The covenants set forth in this Article 4 (other than Section 4.01 and Section 4.02) and Article 5 will not apply to the Issuer and its Restricted Subsidiaries until the Completion Date. However, on and after the Completion Date, all covenants set forth in this Article 4 and Article 5 will be deemed to have been applicable to the Issuer and its Restricted Subsidiaries beginning on the Issue Date and, to the extent that the Issuer and its Restricted Subsidiaries took any action or inaction after the Issue Date and prior to the Completion Date that is prohibited under this Indenture, the Issuer will be in Default on such date. Without limiting the foregoing, if a Change of Control Triggering Event occurs prior to the Completion Date, such event will be deemed to have occurred on such date.

Section 4.13 Effectiveness of Covenants.

(a) If on any date following the Issue Date:

(1) an Investment Grade Event has occurred; and

(2) the Issuer delivers to the Trustee an Officer's Certificate certifying to the foregoing clause (1) (the occurrence of the events described in the foregoing clauses (1) and (2) being collectively referred to as a "*Covenant Suspension Event*")

then, beginning on that day and continuing at all times thereafter until the Reversion Date, Section 4.04, Section 4.05, Section 4.08 and Section 5.01(a)(4) will no longer be applicable to the Notes (collectively, the "*Suspended Covenants*"):

(b) In the event that the Issuer and the Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the foregoing, then on and after any Reversion Date, the Issuer and the Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants with respect to future events. The period of time between the Covenant Suspension Event and the Reversion Date is referred to as the "*Suspension Period*."

(c) On each Reversion Date, all Indebtedness incurred during the preceding Suspension Period will be classified as having been incurred or issued pursuant to Section 4.04(b)(3). Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under Section 4.05 will be made as though Section 4.05 had been in effect prior to, and during, the Suspension Period. No Default or Event of Default will be deemed to have occurred on the Reversion Date as a result of any actions taken or omitted to be taken by the Issuer or the Restricted Subsidiaries during the Suspension Period. On and after each Reversion Date, the Issuer and its Subsidiaries will be permitted to consummate the transactions contemplated by any contract entered into during the Suspension Period so long as such contract and such consummation would have been permitted during such Suspension Period.

(d) The Issuer shall deliver an Officer's Certificate to the Trustee notifying the Trustee of the commencement of any Suspension Period or the occurrence of any Reversion Date promptly after such commencement or occurrence, as the case may be, and the Trustee shall have no obligation to monitor or determine whether a Suspension Period or a Reversion Date has occurred or exists. The Trustee may provide a copy of the aforementioned Officer's Certificate to any Holder of Notes upon request.

ARTICLE 5
SUCCESSORS

Section 5.01 Issuer.

(a) The Issuer may not, directly or indirectly: (i) consolidate or merge with or into another Person (whether or not the Issuer is the surviving corporation); or (ii) sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of the properties or assets of

the Issuer and its Subsidiaries taken as a whole, in one or more related transactions, to another Person; unless:

(1) either:

(A) the Issuer is the surviving entity; or

(B) the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, conveyance, lease or other disposition has been made is an entity organized or existing under the laws of the United States, any state thereof or the District of Columbia (such Person, as the case may be, being herein called the "*Successor Issuer*");

(2) the Successor Issuer (if other than the Issuer) expressly assumes all the Obligations of the Issuer under this Indenture, the Notes and, if applicable, prior to a Release Event, the Note Security Documents, and in connection therewith shall cause instruments to be filed and recorded and take such other actions as may be required by Applicable Law to perfect or continue the perfection of the Lien created under the Note Security Documents on the Collateral owned by or transferred to such other Person, in each case, pursuant to documents in such form as are reasonably satisfactory to the Trustee and the Collateral Trustee;

(3) immediately after such transaction, no Event of Default exists; and

(4) immediately after giving *pro forma* effect to such transaction and any related financing transactions, as if such transactions had occurred at the beginning of the Test Period,

(A) the Successor Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to Section 4.04(a) or

(B) either (x) the Fixed Charge Coverage Ratio would be equal to or greater than the Fixed Charge Coverage Ratio or (y) the Consolidated Total Net Leverage Ratio would be equal to or less than the Consolidated Total Net Leverage Ratio, in each case, for the Test Period immediately prior to such transaction; and

(5) prior to a Release Event, to the extent any assets of the Person which is merged, consolidated or amalgamated with or into the Person formed by or surviving any such consolidation or merger are assets of the type which would constitute Collateral under the Note Security Documents, the Person formed by or surviving any such consolidation or merger will take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the Note Security Documents in the manner and to the extent required in this Indenture or any of the Note Security

Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the Note Security Documents.

Section 5.02 Subsidiary Guarantors.

(a) Subject to Section 11.03, no Subsidiary Guarantor may, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not such Subsidiary Guarantor is the surviving corporation) or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of its properties or assets, in one or more related transactions, to another Person (in each case other than the Issuer or another Subsidiary Guarantor); unless:

(1) either:

(A) such Subsidiary Guarantor is the surviving entity or

(B) the Person formed by or surviving any such consolidation or merger (if other than such Subsidiary Guarantor) or to which such sale, assignment, transfer, conveyance or other disposition has been made is an entity organized or existing under the laws of the United States, any state thereof, or the District of Columbia (such Person, as the case may be, being herein called the "*Successor Subsidiary Guarantor*");

(2) the Successor Subsidiary Guarantor assumes all the Obligations of such Subsidiary Guarantor under (x) this Indenture and the Subsidiary Guarantee and (y) if applicable, prior to a Release Event, the Note Security Documents, and in connection therewith shall cause instruments to be filed and recorded and take such other actions as may be required by Applicable Law to perfect or continue the perfection of the Lien created under the Note Security Documents on the Collateral owned by or transferred to such other Person, in each case, pursuant to documents in such form as are reasonably satisfactory to the Trustee and the Collateral Trustee;

(3) immediately after such transaction, no Event of Default exists; and

(4) prior to a Release Event, to the extent any assets of the Person which is merged, consolidated or amalgamated with or into the Person formed by or surviving any such consolidation or merger are assets of the type which would constitute Collateral under the Note Security Documents, the Person formed by or surviving any such consolidation or merger will take such action as may be reasonably necessary to cause such property and assets to be made subject to the Lien of the Note Security Documents in the manner and to the extent required in this Indenture or any of the Note Security Documents and shall take all reasonably necessary action so that such Lien is perfected to the extent required by the Note Security Documents.

Section 5.03 Application.

(a) This Article 5 will not apply to:

(1) a merger, amalgamation or consolidation solely for the purpose of reincorporating or reorganizing the Issuer or any Subsidiary Guarantor in another jurisdiction or forming a direct or indirect holding company of the Issuer;

(2) any sale, transfer, assignment, conveyance, lease or other disposition of assets between or among the Issuer and its Subsidiaries, including by way of merger or consolidation;

(3) any Permitted Reorganization Transaction, any Permitted Spin-Out Transaction, any IPO Reorganization Transaction, the IPOCo Transactions, the Completion Date Rights Offering, the Transactions or any transactions as contemplated by the Plan;

(4) a merger, amalgamation or consolidation of a Subsidiary Guarantor with or into the Issuer or another Subsidiary Guarantor; and

(5) any sale, transfer, assignment, conveyance or other disposition of the property of a Subsidiary Guarantor as an entirety or substantially as an entirety to the Issuer or another Subsidiary Guarantor.

Section 5.04 Substitution.

Upon any transaction that is subject to, and that complies with the provisions of, Section 5.01 or Section 5.02 hereof, the Successor Issuer or Successor Subsidiary Guarantor, as applicable, shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to the "Issuer" or the "Subsidiary Guarantor", as applicable, shall refer instead to the Successor Issuer (and not to the Issuer) or the Successor Subsidiary Guarantor (and not to the Subsidiary Guarantor), as applicable), and may exercise every right and power of the Issuer or Subsidiary Guarantor, as applicable, under this Indenture with the same effect as if the Successor Issuer or Successor Subsidiary Guarantor, as applicable, had been named as the Issuer or Subsidiary Guarantor, as applicable, herein; *provided*, *however*, that the predecessor Issuer shall not be relieved from the obligation to pay the principal of, interest, premium (if any) on the Notes except in the case of a sale of all of the Issuer's assets in a transaction that is subject to, and that complies with the provisions of, Section 5.01 hereof.

ARTICLE 6
DEFAULTS AND REMEDIES

Section 6.01 Events of Default.

Each of the following is an "*Event of Default*" with respect to the Notes:

(1) default for 30 days in the payment when due of interest on the Notes;

(2) default in payment when due of the principal of, or premium, if any, on the Notes;

(3) failure by the Issuer or a Subsidiary Guarantor to comply with any covenant in this Indenture (other than a default specified in clause (1) or (2) of this Section 6.01) for 60 days after (or 120 days in the case of Section 4.09) written notice by the Trustee or Holders of at least 30% in principal amount of the Notes then outstanding;

(4) default under any document evidencing any indebtedness for borrowed money by the Issuer or any Subsidiary Guarantor, whether such indebtedness now exists or is created after the Issue Date, if that default:

(A) is caused by a failure to pay principal when due at final (and not any interim) maturity on or prior to the expiration of any grace period provided in such indebtedness (a "*Payment Default*"); or

(B) results in the acceleration of such indebtedness prior to its express maturity (without such acceleration having been rescinded, annulled or otherwise cured),

and, in each case, the principal amount of any such indebtedness, together with the principal amount of any other such indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated (without such acceleration having been rescinded, annulled or otherwise cured), aggregates in excess of the greater of (a) $160.0 million and (b) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period; *provided* that this Section 6.01(4) shall not apply to (i) secured indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such indebtedness, (ii) any such Payment Default that is waived (including in the form of amendment) by the requisite holders of the applicable item of Indebtedness or contested in good faith by the Issuer or the applicable Subsidiary Guarantor and, (iii) any indebtedness that is required to be converted into Qualifying Equity Interests upon the occurrence of certain designated events so long as no payments in cash or otherwise are required to be made in accordance with such conversion;

(5) except as permitted by this Indenture, any Subsidiary Guarantee of any Subsidiary Guarantor (or any group of Subsidiary Guarantors) that constitutes a

Significant Subsidiary shall be held in any final and non-appealable judicial proceeding to be unenforceable or invalid or shall cease for any reason (other than in accordance with its terms) to be in full force and effect or any Subsidiary Guarantor (or any group of Subsidiary Guarantors) that constitutes a Significant Subsidiary, or any Person acting on behalf of any Subsidiary Guarantor (or any group of Subsidiary Guarantors) that constitutes a Significant Subsidiary, shall deny or disaffirm in writing its or their obligations under its or their Subsidiary Guarantee(s);

(6) (a) a court of competent jurisdiction (i) enters an order or decree under any Bankruptcy Law that is for relief against the Issuer, any Subsidiary Guarantor that is a Significant Subsidiary or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary in an involuntary case; (ii) appoints a custodian for all or substantially all of the property of the Issuer, any Subsidiary Guarantor that is a Significant Subsidiary or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary; or (iii) orders the liquidation of the Issuer, any Subsidiary Guarantor that is a Significant Subsidiary or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary and, in each of clauses (i), (ii) or (iii) of this Section 6.01(6), the order, appointment or decree remains unstayed and in effect for at least 60 consecutive days after the commencement of the actions described in such clauses (i), (ii) or (iii) of this Section 6.01(6), as applicable; or (b) the Issuer, any Subsidiary Guarantor that is a Significant Subsidiary or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary, pursuant to or within the meaning of Bankruptcy Law (i) commences a voluntary case; (ii) consents to the entry of an order for relief against it in an involuntary case; (iii) consents to the appointment of a custodian of it or for all or substantially all of its property; or (iv) makes a general assignment for the benefit of its creditors; and

(7) other than by reason of the satisfaction in full of all Obligations under this Indenture and discharge of this Indenture or the release of such Collateral in accordance with the terms of this Indenture and the Note Security Documents (or any other reason provided herein or therein):

(A) in the case of any security interest with respect to Collateral having a fair market value in excess of the greater of (a) $160.0 million and (b) solely on or after the Q2 2024 Financials Date, 30% of Consolidated Adjusted EBITDA for the most recently ended Test Period, individually, such security interest under the Note Security Documents shall, at any time, cease to be a valid and perfected security interest or shall be declared invalid or unenforceable by a court of competent jurisdiction and any such default continues for 30 days after notice of such default shall have been given to the Issuer by the Trustee or the Holders of at least 30% in principal amount of the Notes that are outstanding, except to the extent that any such default (1) results from the failure of the Collateral Trustee to maintain possession of certificates, promissory notes or other instruments actually delivered to it representing securities pledged under the Note Security Documents or (2) to the extent relating to Collateral consisting of real property, is covered by

a title insurance policy with respect to such real property and such insurer has not denied coverage; or

(B) the Issuer or any Subsidiary Guarantor that is a Significant Subsidiary (or any group of Subsidiary Guarantors that, taken together, would constitute a Significant Subsidiary) shall assert, in any pleading in any court of competent jurisdiction, that any security interest under any Note Security Document is invalid or unenforceable.

Section 6.02 Acceleration.

In the case of an Event of Default with respect to the Issuer pursuant to Section 6.01(6), principal of and accrued and unpaid interest on all the Notes that are outstanding will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 30% in principal amount of the Notes that are outstanding may declare the principal of and accrued and unpaid interest on all the Notes to be due and payable immediately; *provided* that a notice of Default may not be given with respect to any action taken, and reported publicly or to Holders, more than two years prior to such notice of Default.

Section 6.03 Waiver of Past Defaults.

The Holders of a majority in aggregate principal amount of the Notes that are then outstanding, by notice to the Trustee may, on behalf of the Holders, waive any existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of interest on, or the principal of, such Notes (including in connection with an offer to purchase); *provided*, *however*, that the Holders of a majority in aggregate principal amount of the then outstanding Notes may, on behalf of the Holders, rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture, but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.04 Control by Majority.

Subject to the terms of the Collateral Trust Agreement, Holders of a majority in principal amount of the Notes that are then outstanding may direct the Trustee in its exercise of any trust or power in respect of the Notes. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or the Notes or, subject to Section 7.01 and Section 7.02, that the Trustee determines is unduly prejudicial to the rights of other Holders or would involve the Trustee in personal liability; *provided, however*, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. The Trustee may withhold from Holders notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal or interest.

Section 6.05 Limitations on Suits.

In case an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of any Holders unless such Holders have offered to the Trustee indemnity and/or security reasonably satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no Holder of a Note may pursue any remedy with respect to this Indenture unless:

(1) such Holder has previously given the Trustee notice that an Event of Default is continuing;

(2) Holders of at least 30% in aggregate principal amount of the Notes that are then outstanding have requested the Trustee to pursue the remedy;

(3) such Holders have offered the Trustee reasonable security and/or indemnity against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity;

(5) Holders of a majority in aggregate principal amount of the Notes that are then outstanding have not given the Trustee a direction inconsistent with such request within such 60-day period; and

(6) such Holders are not prohibited from taking such action pursuant to the terms of the Collateral Trust Agreement.

Section 6.06 Collection Suit by Trustee.

Subject to the Collateral Trust Agreement, if an Event of Default specified in Section 6.01(1) or Section 6.01(2) occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Issuer for the whole amount of principal of, premium, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel. The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding.

Section 6.07 Priorities.

Subject to the Collateral Trust Agreement, if the Trustee collects any money pursuant to this Article 6, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under the Note Documents, including payment of all compensation, expenses and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any, and interest, respectively; and

Third: to the Issuer or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.07.

Section 6.08 Trustee May File Proofs of Claim.

The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders allowed in any judicial proceedings relative to the Issuer, its Subsidiaries or its or their respective creditors or properties and, unless prohibited by law or applicable regulations, may be entitled and empowered to participate as a member of any official committee of creditors appointed in such matter and may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any custodian or other party making payment in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.06 hereof. No provision of this Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.09 Holder Representation.

(a) Any notice of Default, notice of acceleration or instruction to the Trustee to provide a notice of Default, notice of acceleration or take any other action (a "*Noteholder Direction*") provided by any one or more Holders (each, a "*Directing Holder*") must be accompanied by a written representation from each such Holder delivered to the Issuer and the Trustee that such Holder is not (or, in the case such Holder is DTC or its nominee, that such

Holder is being instructed solely by Beneficial Owners that are not) Net Short (a "*Position Representation*"), which representation, in the case of a Noteholder Direction relating to a notice of Default shall be deemed repeated at all times until the resulting Event of Default is cured or otherwise ceases to exist or the Notes are accelerated. In addition, each Directing Holder must, at the time of providing a Noteholder Direction, covenant to provide the Issuer with such other information as the Issuer may reasonably request from time to time in order to verify the accuracy of such Directing Holder's Position Representation within five Business Days of request therefor (a "*Verification Covenant*"). Notwithstanding anything herein to the contrary, in any case in which the Holder is DTC or its nominee, any Position Representation or Verification Covenant required hereunder shall be provided by the Beneficial Owner of the Notes in lieu of DTC or its nominee, and DTC shall be entitled to rely on such Position Representation and Verification Covenant in delivering its direction to the Trustee, and such Beneficial Owner shall provide proof of its holdings in a manner reasonably satisfactory to the Trustee.

(b) If, following the delivery of a Noteholder Direction, but prior to acceleration of the Notes, the Issuer determines in good faith that there is a reasonable basis to believe a Directing Holder was, at any relevant time, in breach of its Position Representation and provides to the Trustee an Officer's Certificate certifying that the Issuer has initiated litigation ("*Litigation*") in a court of competent jurisdiction seeking a determination that such Directing Holder was, at such time, in breach of its Position Representation, and seeking to invalidate any Default, Event of Default or acceleration (or notice thereof) that resulted from the applicable Noteholder Direction, the cure period with respect to such Default or Event of Default shall be automatically stayed and the cure period with respect to such Default or Event of Default shall be automatically reinstituted and any remedy stayed pending a final and non-appealable determination of a court of competent jurisdiction on such matter (a "*Final Decision*"). Once such Officer's Certificate has been provided to the Trustee, the Trustee shall take no further action pursuant to the related Noteholder Direction until it has actual knowledge of a Final Decision. Alternatively, if, following the delivery of a Noteholder Direction, but prior to acceleration of the Notes, the Issuer provides to the Trustee an Officer's Certificate certifying that a Directing Holder failed to satisfy its Verification Covenant (a "*Verification Covenant Officer's Certificate*"), the cure period with respect to such Default or Event of Default shall be automatically stayed and the cure period with respect to any Default or Event of Default that resulted from the applicable Noteholder Direction shall be automatically reinstituted and any remedy stayed until such time as the Issuer provides the Trustee with an Officer's Certificate that the Verification Covenant has been satisfied (a "*Covenant Satisfaction Officer's Certificate*"); *provided* that the Issuer shall promptly deliver such Officer's Certificate to the Trustee upon becoming aware that the Verification Covenant has been satisfied. Any breach of the Position Representation (as evidenced by the delivery to the Trustee of the Officer's Certificate stating that a Directing Holder failed to satisfy its Verification Covenant (a "*Covenant Failure Officer's Certificate*")) shall result in such Directing Holder's participation in such Noteholder Direction being disregarded; and if, without the participation of such Holder, the percentage of Notes held by the remaining Directing Holders that provided such Noteholder Direction would have been insufficient to validly provide such Noteholder Direction, such Noteholder Direction shall be void *ab initio*, with the effect that such Default or Event of Default shall be deemed never to have occurred, the related acceleration voided and the Trustee shall be deemed not to have

received such Noteholder Direction or any notice of such Default or Event of Default and shall not be permitted to act thereon and shall be prohibited from accepting and acting on any future Noteholder Direction in relation to such Default or Event of Default. If the Directing Holder has satisfied its Verification Covenant, then the Trustee shall be permitted to act in accordance with such Noteholder Direction. Notwithstanding the above, if such Directing Holder's participation is not required to achieve the requisite level of consent of Holders required under this Indenture to validly give such Noteholder Direction, the Trustee shall be permitted to act in accordance with such Noteholder Direction notwithstanding any action taken or to be taken by the Issuer (as described above). The Trustee shall be entitled to conclusively rely on any Noteholder Direction or Officer's Certificate delivered to it in accordance with this Indenture without verification, investigation or otherwise as to the statements made therein.

(c) Notwithstanding anything in Section 6.09(a) or Section 6.09(b) to the contrary, (i) any Noteholder Direction delivered to the Trustee during the pendency of an Event of Default as the result of a bankruptcy or similar proceeding shall not require compliance with the foregoing paragraphs and (ii) a notice of Default may not be given with respect to any action taken, and reported publicly or to Holders, more than two years prior to such notice of Default.

(d) Each Holder by accepting a Note acknowledges and agrees that the Trustee (and any agent) shall not be liable to any party for acting or refraining to act in accordance with (i) the foregoing provisions, (ii) any Noteholder Direction, (iii) any Officer's Certificate, (iv) any Final Decision or (v) its duties under this Indenture, as the Trustee may determine in its sole discretion. For the avoidance of doubt, the Trustee shall have no duty or obligation (i) to monitor, investigate, verify or otherwise determine if a Holder (or Beneficial Owners) holds a Net Short position, (ii) to inquire as to or investigate the accuracy of any Position Representation, enforce compliance with any Verification Covenant or verify any statements in any Officer's Certificates delivered to it or otherwise make calculations with respect to Derivative Instruments, Net Shorts, Long Derivative Instruments, Short Derivative Instruments or otherwise, (iii) prior to acting pursuant to a Noteholder Direction, inquire if the Issuer will seek to take action to determine if a Directing Holder has breached its Position Representation, (iv) monitor any court proceedings undertaken in connection therewith, or (v) monitor or investigate whether any Default or Event of Default has been publicly reported. The Trustee shall have no obligation to monitor or determine whether a Holder is Net Short and can rely conclusively on a Directing Holder's Position Representation, the Officer's Certificates delivered by the Issuer and determinations made by a court of competent jurisdiction and shall have no liability for ceasing to take any action, staying any remedy or otherwise failing to act in accordance with a Noteholder Direction during the pendency of Litigation or a Noteholder Direction after a Verification Covenant Officer's Certificate has been provided but prior to receipt of a Covenant Satisfaction Officer's Certificate. The Trustee shall have no liability or responsibility to the Issuer or to any Holder or any other Person in connection with any Noteholder Direction or to determine whether or not any Holder has delivered a Position Representation or that such Position Representation conforms with this Indenture or any other agreement.

ARTICLE 7
TRUSTEE

Section 7.01 Duties of Trustee.

(a) If an Event of Default with respect to the Notes as to which it is Trustee has occurred and is continuing, the Trustee will exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the duties of the Trustee will be determined solely by the express provisions of this Indenture and only with respect to the Notes as to which it is Trustee and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, with respect to certificates or opinions specifically required by any provision hereof to be furnished to it, the Trustee will examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liabilities for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that:

(1) this Section 7.01(c) does not limit the effect of Section 7.01(b);

(2) the Trustee will not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(3) the Trustee will not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.04 hereof, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture with respect to the Notes.

(d) No provision of this Indenture will require the Trustee to expend or risk its own funds or incur any liability.

(e) The Trustee will not be liable for interest on or the investment of any money received by it except as the Trustee may agree in writing with the Issuer. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(f) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to Section 7.01.

Section 7.02 Rights of Trustee.

(a) The Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper Person.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel or both. The Trustee will not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificate or Opinion of Counsel. The Trustee may consult with counsel of its own selection and the advice of such counsel or any Opinion of Counsel will be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and will not be responsible for the misconduct, negligence or failure to act of any attorney or agent appointed with due care.

(d) The Trustee will not be liable for any action it takes, suffers or omits to take in good faith that it believes to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

(e) In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Holders, each representing less than a majority in aggregate principal amount of the Notes then outstanding, pursuant to the provisions of this Indenture, the Trustee, in its sole discretion, may determine what action, if any, will be taken and the Trustee shall be entitled not to take any action until such instructions have been resolved or clarified to its satisfaction and the Trustee shall not be or become liable in any way or person for any failure to comply with any conflicting, unclear or equivocal instructions.

(f) The permissive right of the Trustee to take the actions permitted by this Indenture will not be construed as an obligation or duty to do so.

(g) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer or any Subsidiary Guarantor, as applicable, will be sufficient if signed by an Officer of the Issuer or such Subsidiary Guarantor, as applicable.

(h) The Trustee will be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity and/or security satisfactory to the Trustee against the losses, liabilities and expenses that might be incurred by the Trustee in compliance with such request or direction.

(i) In no event shall the Trustee be responsible or liable for special, indirect, punitive, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(j) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture.

(k) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder as Registrar and Paying Agent, and each Agent, Custodian and other Person employed to act hereunder.

(l) The Trustee may request that the Issuer and each Subsidiary Guarantor deliver an Officer's Certificate setting forth the names of individuals and/or titles of Officers authorized at such time to take specified actions pursuant to this Indenture, which Officer's Certificate may be signed by any Person authorized to sign an Officer's Certificate, including any Person specified as so authorized in any such certificate previously delivered and not superseded.

(m) The Trustee shall not have any obligation or duty to monitor, determine or inquire as to compliance, and shall not be responsible or liable for compliance with restrictions on transfer, exchange, redemption, purchase or repurchase, as applicable, of minimum denominations imposed under this Indenture or under applicable law or regulation with respect to any transfer, exchange, redemption, purchase or repurchase, as applicable, of any interest in any Notes.

(n) Notwithstanding any provision herein to the contrary, in no event shall the Trustee be liable for any failure or delay in the performance of its obligations under this Indenture because of circumstances beyond its control, including, but not limited to, nuclear or natural catastrophes or acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by this Indenture, inability to obtain material, equipment, or communications or computer (software and hardware) facilities, or the failure of equipment or interruption of utilities, communications or computer (software and hardware) facilities, and other causes beyond its control whether or not of the same class or kind as specifically named above.

(o) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney at the sole cost of the Issuer and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(p) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(q) The Trustee shall have no duty (A) to see any recording, filing, or depositing of this Indenture or any Note Security Document, or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of such recording or filing or depositing, or to any re- recording, refiling, or redepositing of any thereof, or otherwise monitoring the perfection, continuation of perfection, or the sufficiency or validity of any security interest in or related to any Collateral or (B) to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Collateral.

(r) The Trustee may assume without inquiry in the absence of actual knowledge that the Issuer and each of the Restricted Subsidiaries is duly complying with their obligations contained in any Note Document required to be performed and observed by them, and that no Default or Event of Default or other event which would require repayment of the Notes has occurred.

(s) The Trustee shall have no obligation whatsoever to assure that the Collateral exists or is owned by any Grantor or is cared for, protected, insured or has been encumbered, or that any Liens on the Collateral have been properly or sufficiently or lawfully created, perfected, protected, maintained or enforced or are entitled to any particular priority, or to determine whether the property constituting collateral intending to be subject to the interest and the interest of the Note Security Documents has been properly and completely listed or delivered, as the case may be, or the genuineness, validity, marketability or sufficiency thereof or title thereto.

(t) The Trustee shall have no duty to monitor the performance or actions of the Collateral Trustee. The Trustee shall have no responsibility or liability for the actions or omissions of the Collateral Trustee. In each case that the Trustee is requested hereunder or under any of the Note Security Documents to give direction or provide any consent or approval to the Collateral Trustee, the Issuer or to any other party, the Trustee may seek direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes. If the Trustee requests direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes with respect to giving any direction to the Collateral Trustee, the Trustee shall be entitled to refrain from giving such direction unless and until the Trustee shall have received direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes, and the Trustee shall not incur liability to any Person by reason of so refraining.

(u) At any time that the security granted pursuant to the Note Security Documents has become enforceable and the Holders have given a direction to the Trustee to enforce such security, the Trustee is not required to give any direction to the Collateral Trustee with respect thereto unless it has been indemnified in accordance with Section 7.02(h). In any event, in connection with any enforcement of such security, the Trustee is not responsible for:

(1) any failure of the Collateral Trustee to enforce such security within a reasonable time or at all;

(2) any failure of the Collateral Trustee to pay over the proceeds of enforcement of the Collateral;

(3) any failure of the Collateral Trustee to realize such security for the best price obtainable;

(4) monitoring the activities of the Collateral Trustee in relation to such enforcement;

(5) taking any enforcement action itself in relation to such security;

(6) agreeing to any proposed course of action by the Collateral Trustee which could result in the Trustee incurring any liability for its own account; or

(7) paying any fees, costs or expenses of the Collateral Trustee.

(v) No provision of this Indenture or of the Notes Documents shall require the Trustee to indemnify the Collateral Trustee, and the Collateral Trustee shall be required to waive any claim it may otherwise have by operation of law in any jurisdiction to be indemnified by the Trustee acting as principal vis-à-vis its agent, the Collateral Trustee (but this shall not prejudice the Collateral Trustee's rights to bring any claim or suit against the Trustee (including for damages in the case of gross negligence or willful default of the Trustee)).

(v) The Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Issuer or any Grantor, or to report, or make or file claims or proof of loss for, any loss or damage insured against it that may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment be made.

Section 7.03 Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with either the Issuer or any Subsidiary Guarantor or any Affiliate of the Issuer or any Subsidiary Guarantor with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as Trustee (if this Indenture has been qualified under the TIA) or resign. Any Agent may do the same with like rights and duties.

Section 7.04 Trustee's Disclaimer.

The Trustee will not be responsible for and makes no representation as to the validity or adequacy of any offering materials, the Note Documents, the Notes or any Subsidiary Guarantee; it shall not be accountable for the Issuer's use of the proceeds from the Notes or any money paid to the Issuer or upon the Issuer's direction under any provision of this Indenture; it will not be responsible for the use or application of any money received by any Paying Agent other than the Trustee; and it will not be responsible for any statement or recital herein or any statement in the Notes, any Subsidiary Guarantee or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

Section 7.05 Notice of Defaults.

If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee will mail or deliver electronically to Holders a notice of the Default or Event of Default within 90 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, premium, if any, or interest on, any Note, the Trustee may and shall be protected in withholding the notice if and so long as it in good faith determines that withholding the notice is in the interests of the Holders.

Section 7.06 Compensation and Indemnity.

(a) The Issuer and any Subsidiary Guarantors, jointly and severally, shall pay to the Trustee from time to time reasonable compensation, as agreed in writing from time to time, for its acceptance and administration of this Indenture and services hereunder. The Trustee's compensation will not be limited by any law on compensation of a Trustee of an express trust. The Issuer and any Subsidiary Guarantors, jointly and severally, shall reimburse the Trustee promptly upon request for all reasonable and documented disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses will include the reasonable and documented compensation, disbursements and expenses of the Trustee's agents and counsel.

(b) The Issuer and any Subsidiary Guarantor, jointly and severally, will indemnify the Trustee and hold it harmless from and against any and all losses, liabilities, claims, damages, costs or expenses incurred by it arising out of or in connection with the acceptance or administration of its duties or the exercise of its rights under this Indenture, each supplemental indenture and any Subsidiary Guarantees, including the reasonable and documented costs and expenses of enforcing this Indenture, each supplemental indenture and any Subsidiary Guarantees against the Issuer and any Subsidiary Guarantors (including this Section 7.06) and defending itself against any claim (whether asserted by the Issuer, any Subsidiary Guarantors, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties under this Indenture and each supplemental indenture, except to the extent any such loss, liability or expense may be attributable to its own gross negligence or bad faith or willful misconduct. The Trustee will notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer will not relieve the Issuer or any Subsidiary Guarantors of their obligations hereunder. The Issuer or any such Subsidiary

Guarantor shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Issuer and/or any Subsidiary Guarantors shall pay the reasonable fees and expenses of such counsel. Neither the Issuer nor any Subsidiary Guarantor need pay for any settlement made without its consent, which consent shall not be unreasonably withheld.

(c) When the Trustee incurs expenses or renders services after an Event of Default specified in clause (6) of Section 6.01 hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

(d) The Issuer's and Subsidiary Guarantors' obligations under this Section 7.06 shall survive the resignation or removal of the Trustee, the satisfaction and discharge of this Indenture with respect to any Notes, the complete satisfaction and discharge of this Indenture, any termination of this Indenture or any supplemental indenture, including any termination or rejection of this Indenture or any supplemental indenture in any insolvency or similar proceeding, and the repayment of all the Notes.

Section 7.07 Replacement of Trustee.

(a) A resignation or removal of the Trustee and appointment of a successor Trustee will become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.07.

(b) The Trustee may resign at any time, with respect to the Notes, and be discharged from the trust hereby created by so notifying the Issuer in writing. The Holders of a majority in aggregate principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Issuer in writing not less than 30 days prior to the effective date of such removal. The Issuer may remove the Trustee with respect to the Notes if:

(1) the Trustee fails to comply with Section 7.09 hereof;

(2) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(3) a custodian or public officer takes charge of the Trustee or its property; or

(4) the Trustee becomes incapable of acting.

(c) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee with respect to Notes for any reason, the Issuer will promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in aggregate principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Issuer.

(d) If a successor Trustee with respect to the Notes does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring or removed Trustee, the Issuer, or the Holders of at least 10% in aggregate principal amount of the then outstanding Notes may,

at the expense of the Issuer, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.09 hereof, such Holder may petition at the expense of the Issuer any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) A successor Trustee will deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon, the resignation or removal of the retiring Trustee will become effective, and the successor Trustee will have all the rights, powers and duties of the Trustee for which it is acting as Trustee under this Indenture. The successor Trustee will mail or deliver electronically a notice of its succession to Holders. The retiring Trustee will promptly transfer all property held by it as Trustee to the successor Trustee; *provided* that all sums owing to the Trustee hereunder have been paid.

(g) The retiring Trustee shall have no responsibility or liability for any action or inaction of a successor Trustee.

Section 7.08 Successor Trustee by Merger, etc.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this transaction) to, another corporation, the successor corporation without any further act will be the successor Trustee.

Section 7.09 Eligibility; Disqualification.

There will at all times be a Trustee hereunder that is an entity organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trust powers, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least $50.0 million as set forth in its most recent published annual report of condition.

ARTICLE 8
LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01 Option to Effect Legal Defeasance or Covenant Defeasance.

The Issuer may, at its option evidenced by a resolution of its Board of Directors set forth in an Officer's Certificate, at any time, elect to have either Section 8.02 or Section 8.03 hereof be applied to the Note Documents upon compliance with the conditions set forth below in this Article 8.

Section 8.02 Legal Defeasance.

Upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.02, the Issuer and each of the Subsidiary Guarantors shall, subject to the satisfaction of

the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from their obligations with respect to the Note Documents (including the Subsidiary Guarantees) on the date the conditions set forth in Section 8.04 hereof are satisfied (hereinafter, "*Legal Defeasance*"). For this purpose, Legal Defeasance means that the Issuer and any Subsidiary Guarantors shall be deemed to have paid and discharged the entire Indebtedness represented by the Notes (including any Subsidiary Guarantees with respect to the Notes), which will thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 hereof and the other Sections hereof referred to in clauses (1) and (2) below, and to have satisfied all their other obligations under the applicable Note Documents (and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following provisions which will survive until otherwise terminated or discharged hereunder:

(1) the rights of Holders of such Notes that are then outstanding to receive payments in respect of the principal of, or interest or premium on, such Notes when such payments are due from the trust referred to in Section 8.04 hereof;

(2) the Issuer's Obligations with respect to such Notes under Article 2 and Section 4.02 hereof;

(3) the rights, powers, trusts, duties, indemnities and immunities of the Trustee hereunder, and the Issuer's and any Subsidiary Guarantors' Obligations in connection therewith; and

(4) this Article 8.

Subject to compliance with this Article 8, the Issuer may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

Section 8.03 Covenant Defeasance.

Upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Issuer and the Subsidiary Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from each of their obligations under Section 4.03 through (and including) Section 4.11 hereof with respect to the Notes on and after the date the conditions set forth in Section 8.04 hereof are satisfied (hereinafter, "*Covenant Defeasance*"), and the Notes will thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of the Holders (and the consequences of any thereof) in connection with such covenants, but will continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes will not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the Notes and any Subsidiary Guarantees, the Issuer and any Subsidiary Guarantors may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other Note Document and such omission to comply will not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder

of this Indenture and such Notes and Subsidiary Guarantees shall be unaffected thereby. In addition, upon the Issuer's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, subject to the satisfaction of the conditions set forth in Sections 8.04, 6.01(3), 6.01(4) and 6.01(5) hereof shall not constitute Events of Default.

Section 8.04 Conditions to Legal or Covenant Defeasance.

(a) In order to exercise either Legal Defeasance or Covenant Defeasance with respect to the Note Documents under either Section 8.02 or Section 8.03 hereof:

(1) the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient to pay the principal of, or interest and premium on, such Notes that are then outstanding on the Stated Maturity or on the applicable redemption date, as the case may be, and the Issuer must specify whether such Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, (a) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the Issue Date, there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel will confirm that, the beneficial owners that are then outstanding will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that, subject to customary assumptions and exclusions, the beneficial owners that are then outstanding will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than this Indenture or the Note Security Documents) to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries are bound;

(6) the Issuer must deliver to the Trustee an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of preferring the Holders over the other creditors of the Issuer with the intent of defeating, hindering, delaying or defrauding creditors of the Issuer or others; and

(7) the Issuer must deliver to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Section 8.05 Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.06 hereof, all money and non-callable Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "*Trustee*") pursuant to Section 8.04 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Issuer shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or non-callable Government Securities deposited pursuant to Section 8.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Notwithstanding anything in this Article 8 to the contrary, the Trustee shall deliver or pay to the Issuer from time to time upon the request of the Issuer any money or non-callable Government Securities held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(a)(1) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.06 Repayment to the Issuer.

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of, premium, if any, or interest on, any Notes and remaining unclaimed for two years after such principal, premium, if any, or interest has become due and payable, shall be paid to the Issuer on its written request or (if then held by the Issuer) will be discharged from such trust; and the Holders of such Notes will thereafter be permitted to look only to the Issuer for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, will thereupon cease; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any

such repayment, may at the expense of the Issuer cause to be published once, in the New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which will not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining shall be repaid to the Issuer.

Section 8.07 Reinstatement.

If the Trustee or Paying Agent is unable to apply any United States dollars or non-callable Government Securities in accordance with Section 8.02 or Section 8.03 hereof, as the case may be, by reason of any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's and any Subsidiary Guarantors' obligations under the applicable Note Documents will be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or Section 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or Section 8.03 hereof, as the case may be; *provided*, *however*, that, if the Issuer makes any payment of principal of, premium, if any, or interest on any Note following the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 9
AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01 Without Consent of Holders of Notes.

Notwithstanding Section 9.02 hereof, the Issuer, the Subsidiary Guarantors and the Trustee may amend or supplement the Note Documents or any Escrow Agreement without the consent of any Holder:

(1) to cure any ambiguity, omission, mistake, defect, error or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to provide for the assumption of the Issuer's or a Subsidiary Guarantor's Obligations to Holders in the case of a merger or consolidation or sale of all or substantially all of the Issuer's or such Subsidiary Guarantor's assets pursuant to Article 5 of this Indenture (if applicable);

(4) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect their legal rights under this Indenture in any material respect;

(5) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA;

(6) to conform the text of the Note Documents to any provision of the "*Description of the Notes*" section of the Offering Circular to the extent that such provision in the "*Description of the Notes*" was intended to be a verbatim or substantially verbatim recitation of a provision of the Note Documents, as evidenced by an Officer's Certificate of the Issuer;

(7) to evidence and provide for the acceptance and appointment under this Indenture of a successor Trustee pursuant to the requirements thereof;

(8) to provide for the issuance of Additional Notes in accordance with the limitations set forth in this Indenture;

(9) to allow any Subsidiary to execute a supplemental indenture and/or a Subsidiary Guarantee with respect to the Notes; *provided* that any supplemental indenture to add a Subsidiary Guarantor need only be signed by the Issuer, the Subsidiary Guarantor providing the Subsidiary Guarantee, and the Trustee;

(10) to release any Subsidiary Guarantor from its Subsidiary Guarantee pursuant to this Indenture when permitted or required by this Indenture

(11) to make, complete or confirm any grant of Collateral permitted or required by any of the Note Documents;

(12) to release, discharge, terminate or subordinate Liens on Collateral in accordance with the Note Documents; and to confirm and evidence any such release, discharge, termination or subordination;

(13) to make any amendment to the provisions of this Indenture relating to the transfer and legending of Notes not prohibited by this Indenture, including to facilitate the issuance and administration of Notes; *provided*, *however*, that such amendment does not materially and adversely affect the rights of Holders to transfer the Notes;

(14) to comply with the rules and procedures of any applicable securities depositary;

(15) with respect to the Note Documents, as provided in the Collateral Trust Agreement; or

(16) make any amendment to the provisions of any Note Document to eliminate the effect of any Accounting Change or in the application thereof.

In addition, the Collateral Trust Agreement may be amended in accordance with its terms and without the consent of any Holder or the Trustee with the consent of the parties thereto or otherwise in accordance with their terms, including to add additional Indebtedness as First Lien Obligations and add as parties thereto persons holding such Indebtedness (or any authorized agent thereof or trustee therefor) and to establish that the Liens on any Collateral securing such Indebtedness shall rank equally with the Liens on such Collateral securing the First Lien

Obligations then outstanding (including the Notes) to the extent permitted by the First Lien Documents. For the avoidance of doubt, except to the extent restricted by the First Lien Documents, nothing will prevent the issuance by the Issuer or any of the Subsidiary Guarantors of Indebtedness secured by a Lien ranking junior to the Lien securing the First Lien Obligations or prevent the Collateral Trustee from entering into an intercreditor agreement in connection with such issuance.

After an amendment, supplement or waiver under this Section 9.01 becomes effective, the Issuer shall deliver to the Holders a notice briefly describing such amendment, supplement or waiver. Any failure of the Issuer to deliver such notice to all Holders, or any defect in the notice, will not, however, in any way impair or affect the validity of any such amendment, supplement or waiver.

Section 9.02 With Consent of Holders of Notes.

(a) Except as provided in Section 9.02(b) and Section 9.02(c), the Issuer, the Subsidiary Guarantors and the Trustee may amend or supplement the Note Documents or any Escrow Agreement with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes), and any existing Default or Event of Default or compliance with any provision of the Note Documents or the Escrow Agreement may be waived with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Notes). Section 2.09 and Section 2.10 hereof shall determine which Notes are considered to be "outstanding" for purposes of this Section 9.02.

(b) Without the consent of each Holder affected, an amendment, supplement or waiver under this Section 9.02 may not (with respect to any such Notes held by a non-consenting Holder):

(1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or extend the fixed maturity of any such Note or alter the provisions with respect to the redemption of such Notes (other than Section 4.11 and the provisions relating to the number of days of notice to be given in the event of a redemption);

(3) reduce the rate of or extend the stated time for payment of interest on any such Note;

(4) waive a Default or Event of Default in the payment of principal of, or interest or premium on the Notes (except a rescission of acceleration of the Notes by the Holders of a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration);

(5) make any Note payable in currency other than that stated in the Notes;

(6) make any change in the provisions of this Indenture relating to waivers of past Defaults;

(7) impair the contractual right expressly set forth in this Indenture or the Notes of any Holder to institute suit for the enforcement of any payment on or with respect to such Holder's Notes on or after the due dates therefor; or

(8) make any change to Section 9.01 and this Section 9.02.

(c) Without the consent of the Holders of at least 66 2/3% in aggregate principal amount of the Notes then outstanding, no amendment or waiver may (A) make any change in any Note Security Documents or Article 12 or application of trust proceeds of the Collateral with the effect of releasing the Liens on all or substantially all of the Collateral which secure the Obligations in respect of the Notes, (B) change or alter the priority of the Liens securing the Obligations in respect of such Notes in any material portion of the Collateral in any way adverse to the Holders in any material respect, other than, in each case, as provided under the terms of the Note Security Documents or (C) make any change to Section 4.07.

(d) For the avoidance of doubt, no amendment, waiver, modification or deletion of the provisions described under Article 4 or Article 5 shall be deemed to impair or affect any rights of Holders to institute suit for the enforcement of any payment on or with respect to, or to receive payment of principal of, or premium, if any, or interest on, the Notes.

(e) The consent of the Holders is not necessary under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver. It is sufficient if such consent approves the substance of the proposed amendment, supplement or waiver. A consent to any amendment, supplement or waiver under this Indenture by any Holder given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender.

(f) After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Issuer shall deliver to the Holders a notice briefly describing such amendment, supplement or waiver. Any failure of the Issuer to deliver such notice to all Holders, or any defect in the notice, will not impair or affect the validity of any such amendment, supplement or waiver.

Section 9.03 Effect of Consents.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

Section 9.04 Notation on or Exchange of Notes.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Issuer in exchange for all Notes may issue and the Trustee shall, upon receipt of an Issuer Order, authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note will not affect the validity and effect of such amendment, supplement or waiver.

Section 9.05 Trustee to Sign Amendments, etc.

Upon the request of the Issuer and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders as aforesaid, the Trustee shall sign any amended or supplemental indenture or other amendment of or supplement to or waiver under any Note Document or Escrow Agreement authorized pursuant to this Article 9 if the amendment, supplement or waiver does not adversely affect the rights, duties, liabilities or immunities of the Trustee under this Indenture, in which case the Trustee may in its discretion, but will not be obligated to, enter into such amended or supplemental indenture or any amendment of or supplement to or waiver under any Note Document or any Escrow Agreement. In executing any amended or supplemental indenture or other amendment of or supplement to or waiver under any Note Document or Escrow Agreement, the Trustee will be entitled to receive and (subject to Section 7.01 hereof) will be fully protected in relying upon an Officer's Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture or other amendment of or supplement to or waiver under any Note Document or Escrow Agreement is authorized or permitted by this Indenture.

ARTICLE 10
SATISFACTION AND DISCHARGE

Section 10.01 Satisfaction and Discharge.

This Indenture will be discharged and will cease to be of further effect as to all Notes issued hereunder, when:

(1) either:

(A) all such Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to the Issuer, have been delivered to the Trustee for cancellation; or

(B) all such Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the issuance of a notice of redemption or otherwise or will become due and payable within one year and the Issuer or any Subsidiary Guarantor has irrevocably deposited or caused to be

deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default under this Indenture has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Issuer or any Subsidiary Guarantor is a party or by which the Issuer or any such Subsidiary Guarantor is bound;

(3) the Issuer or any Subsidiary Guarantor has paid or caused to be paid all sums payable by it with respect to the Notes under this Indenture; and

(4) the Issuer has delivered irrevocable written instructions to the Trustee under this Indenture to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be.

In addition, the Issuer must deliver to the Trustee an Officer's Certificate and an Opinion of Counsel stating that all conditions precedent to satisfaction and discharge have been satisfied.

Notwithstanding the satisfaction and discharge of this Indenture, if money has been deposited with the Trustee pursuant to subclause (B) of clause (1) of this Section 10.01, the provisions of Section 10.02 and Section 8.06 hereof will survive. In addition, nothing in this Section 10.01 will be deemed to discharge those provisions of Section 7.06 hereof, that, by their terms, survive the satisfaction and discharge of this Indenture.

Section 10.02 Application of Trust Money.

Subject to the provisions of Section 8.06 hereof, all money deposited with the Trustee pursuant to Section 10.01 hereof shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal, premium, if any, and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 10.01 hereof by reason of any legal proceeding or by reason of any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, the Issuer's and any applicable Subsidiary Guarantor's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had

occurred pursuant to Section 10.01 hereof; *provided* that if the Issuer has made any payment of principal of, premium, if any, or interest on any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

ARTICLE 11
SUBSIDIARY GUARANTEES

Section 11.01 Guarantee.

(a) Subject to this Article 11, each of the Subsidiary Guarantors hereby, jointly and severally, irrevocably and unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Issuer hereunder or thereunder, that:

(1) the principal of, premium, if any, and interest on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(2) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Subsidiary Guarantors will be jointly and severally obligated to pay the same immediately. Each Subsidiary Guarantor agrees that this is a guarantee of payment and not a guarantee of collection. The obligations of each Subsidiary Guarantor in respect of its guarantee are secured by the Collateral on a senior secured basis as provided in the Note Security Documents.

(b) The Subsidiary Guarantors hereby agree that their obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Subsidiary Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever and covenant that this Subsidiary Guarantee will not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Subsidiary Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or the Subsidiary Guarantors, any amount paid by either to the Trustee or such Holder, this Subsidiary Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(d) Each Subsidiary Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Subsidiary Guarantor further agrees that, as between the Subsidiary Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 hereof for the purposes of this Subsidiary Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of such obligations as provided in Article 6 hereof, such obligations (whether or not due and payable) will forthwith become due and payable by the Subsidiary Guarantors for the purpose of this Subsidiary Guarantee. The Subsidiary Guarantors will have the right to seek contribution from any non- paying Subsidiary Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Subsidiary Guarantee.

Section 11.02 Limitation on Subsidiary Guarantor Liability.

Each Subsidiary Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Subsidiary Guarantee of such Subsidiary Guarantor 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 federal or state law to the extent applicable to any Subsidiary Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Subsidiary Guarantors hereby irrevocably agree that the obligations of such Subsidiary Guarantor will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Subsidiary Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Subsidiary Guarantor in respect of the obligations of such other Subsidiary Guarantor under this Article 10, result in the obligations of such Subsidiary Guarantor under its Subsidiary Guarantee not constituting a fraudulent transfer or conveyance.

Section 11.03 Releases.

(a) The Subsidiary Guarantee of a Subsidiary Guarantor will be released automatically:

(1) upon the release, discharge or termination of such Subsidiary Guarantor’s guarantee of all obligations of the Issuer under the Exit Facilities Credit Agreement;

(2) if such Subsidiary Guarantor has become a guarantor of any Additional Indebtedness, upon the release, discharge or termination of such Subsidiary Guarantor's guarantee of all obligations of the Issuer under such Additional Indebtedness;

(3) if such Subsidiary Guarantor has become an Excluded Subsidiary; *provided, that* the release of any Subsidiary Guarantor from its obligations under this Indenture, if such Subsidiary Guarantor becomes an Excluded Subsidiary of the type described in clause (b) of the definition thereof, shall only be permitted if such Subsidiary Guarantor becomes an Excluded Subsidiary of such type solely as a result of a permitted transaction with a Person that is not an Affiliate of the Issuer (other than to the extent such Person becomes a non-Affiliate of Issuer as a result of such transaction) that is not solely for the purpose of releasing such Subsidiary Guarantor from its Subsidiary Guarantee;

(4) in connection with any sale or other disposition of all or substantially all of the properties or assets of such Subsidiary Guarantor (including by way of merger, consolidation or amalgamation) to a Person that is not (either before or after giving effect to such transaction) the Issuer or a Subsidiary Guarantor if the sale or disposition does not violate the provisions set forth in Article 5;

(5) upon the full and final payment of the Notes and performance of all Obligations of the Issuer and the Subsidiary Guarantors under the Note Documents;

(6) upon defeasance or satisfaction and discharge of the Notes as provided in Article 8 and Article 10 hereof; or

(7) as described in Article 9.

(b) Upon delivery by the Issuer to the Trustee of an Officer's Certificate certifying that (i) the action or event giving rise to a release has occurred as specified above and (ii) the release is authorized or permitted by the Indenture, the Trustee shall execute any documents reasonably requested by the Issuer or the Trustee in order to evidence the release of any Subsidiary Guarantor from its obligations under its Subsidiary Guarantee.

(c) Any Subsidiary Guarantor not released from its obligations under its Subsidiary Guarantee as provided in this Section 11.03 will remain liable for the full amount of principal of and interest and premium, if any, on the Notes and for the other obligations of any Subsidiary Guarantor under this Indenture as provided in this Article 11.

Section 11.04 Notation Not Required.

Neither the Company nor any Subsidiary Guarantor shall be required to make a notation on the Notes to reflect any Subsidiary Guarantee or any release, termination or discharge thereof.

ARTICLE 12
COLLATERAL AND SECURITY

Section 12.01 Grant of Security Interest.

(a) The due and punctual payment of the Obligations on the Notes and the Obligations of the Subsidiary Guarantors under the Subsidiary Guarantees, when and as the same shall be due and payable, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise, and interest on the overdue principal of, premium on, if any, and interest, if any, on the Notes, any Subsidiary Guarantees and performance of all other Obligations of the Issuer and the Subsidiary Guarantors to the Holders or the Trustee under the Note Documents, according to the terms hereunder or thereunder (collectively, the "*Notes Obligations*"), will be secured, as of the Completion Date, as provided in the Note Security Documents. The Issuer hereby consents and agrees, and shall cause each of the Subsidiary Guarantors, to be bound by the terms of the Note Security Documents to which they are parties, as of the Completion Date and as the same may be in effect from time to time, and agree to perform their obligations thereunder in accordance therewith. The Issuer hereby agrees, and shall cause the Subsidiary Guarantors to agree, that the Collateral Trustee shall hold the Collateral (directly or through co-trustees or agents) on behalf of and for the benefit of all of the Holders and the other holders of First Lien Obligations.

(b) Each Holder, by its acceptance of any Notes and the Subsidiary Guarantees, consents and agrees to the terms of the Collateral Trust Agreement and the Note Security Documents (including, without limitation, the provisions providing for foreclosure and release of Collateral and amendments to the Note Security Documents) as the same may be in effect or may be amended from time to time in accordance with their terms, and authorizes and appoints Citibank, N.A. (or any successor thereto as contemplated by the Collateral Trust Agreement) as the Collateral Trustee. Each Holder, by accepting any Notes and the Subsidiary Guarantees, authorizes and directs the Collateral Trustee to enter into any Note Security Documents to the extent not already entered into (including any amendments thereto and any security documents to secure additional First Lien Debt in accordance with the Collateral Trust Agreement) and to perform its obligations and exercise its rights thereunder in accordance therewith, subject to the terms and conditions thereof. Each of the Trustee, the Collateral Trustee and the Holders, by accepting any Notes and the Subsidiary Guarantees, acknowledges that, as more fully set forth in the Note Security Documents, the Collateral as now or hereafter constituted shall be held for the benefit of all the holders of First Lien Obligations, the Collateral Trustee and the Trustee, and the Lien of this Indenture and the Note Security Documents is subject to and qualified and limited in all respects by the Note Security Documents and actions that may be taken thereunder.

Section 12.02 Post-Completion Date Collateral Requirements.

(a) The Issuer shall, or shall cause the applicable Subsidiary Guarantor to, use its commercially reasonable efforts to execute and deliver, on the Completion Date, to the Collateral Trustee as mortgagee or beneficiary, as applicable (with a copy to the Trustee), such Note Security Documents, and any supplements or amendments related thereto, together with satisfactory evidence of the completion (or satisfactory arrangements for the completion) of all

recordings and filings of such Note Security Documents in the proper recorders' offices or appropriate public records (and payment of any taxes or fees in connection therewith) as may be necessary to create a valid, perfected first-priority Lien (subject to applicable Permitted Liens), securing the Notes, Subsidiary Guarantees and the Notes Obligations, on or against, except as otherwise provided in the Collateral Trust Agreement or the other Note Security Documents, the Collateral. If the Issuer and the Subsidiary Guarantors are unable to complete, on or prior to the Completion Date, all filings and other similar actions required in connection with the perfection of such security interests that are required to be undertaken under the Collateral Trust Agreement or the Note Security Documents and completed on the Completion Date under this Indenture or the Note Security Documents, they will use their commercially reasonable efforts to complete such actions as soon as reasonably practicable (but not later than 120 days) after the Completion Date. With respect to any real property Collateral owned as of the Completion Date, the Issuer and the Subsidiary Guarantors shall deliver such mortgages, financing statements, title insurance policies, surveys and opinions as shall be reasonably necessary to vest in the Collateral Trustee perfected security interests and mortgage liens on such real property Collateral within 120 days of the Completion Date (or such later date as the administrative agent under the Exit Facilities Credit Agreement may agree to).

(b) Any Note Security Documents entered into with respect to the Notes after the Completion Date shall be substantially in the form of the corresponding security document securing the Exit Facilities Credit Agreement in place on the Completion Date.

Section 12.03 Further Assurances; Liens on Additional Property.

(a) Solely to the extent required under the Collateral Trust Agreement and the Notes Security Documents, the Issuer and each of the Subsidiary Guarantors shall do or cause to be done all acts and things that may be required, or that the Collateral Trustee (acting at the written direction of the Controlling First Lien Representative) from time to time may reasonably request, to assure and confirm that the Collateral Trustee holds, for the benefit of the Holders, duly created and enforceable and perfected first-priority Liens upon the Collateral (including any property or assets constituting Collateral that are acquired or otherwise become, or are required by this Indenture to become, Collateral after the Completion Date), in each case, as contemplated by, and with the Lien priority required under, this Indenture and in connection with any merger, consolidation or sale of assets of the Issuer or any Subsidiary Guarantor, the property and assets of the Person which is consolidated or merged with or into the Issuer or any Subsidiary Guarantor, to the extent that they are property or assets of the types which would constitute Collateral under the Note Security Documents and, to the extent such property or assets are not otherwise required or permitted to be released as Collateral in connection with such transaction, shall be treated as after-acquired property and the Issuer or such Subsidiary Guarantor shall take such action as may be reasonably necessary to cause such property and assets to be made subject to the First Liens, in the manner and to the extent required under this Indenture.

(b) Solely to the extent required under the Collateral Trust Agreement and the Notes Security Documents, at any time and from time to time, the Issuer and each of the Subsidiary Guarantors will promptly execute such security documents, instruments, certificates, notices and

other documents, and take such other actions (including the filing of financing statements, amendments to financing statements and continuation statements) as may be required, or that the Collateral Trustee (acting at the written direction of the Controlling First Lien Representative) or the Trustee may reasonably request from time to time, to grant, perfect and protect the validity and priority of the security interests, in each case as contemplated by this Indenture.

Section 12.04 Collateral Trust Agreement.

This Article 12 and the provisions of each of the Note Security Documents are subject to the terms, conditions and benefits set forth in the Collateral Trust Agreement. The Issuer consents to and agrees to be bound by, and shall cause each Subsidiary Guarantor to be bound by, the terms of the Collateral Trust Agreement, as the same may be in effect from time to time, and to perform its obligations thereunder in accordance with the terms therewith. Each Holder, by its acceptance of the Notes (a) agrees that it will be bound by, and will take no actions contrary to, the provisions of the Collateral Trust Agreement and (b) authorizes and instructs the Trustee on behalf of the Holders to enter into the Collateral Trust Agreement. In addition, each Holder authorizes and instructs the Collateral Trustee to enter into any amendments or joinders to the Collateral Trust Agreement in accordance with its terms with the consent of the parties thereto or otherwise in accordance with its terms, without the consent of any Holder or the Trustee, to add additional Indebtedness as First Lien Obligations to the extent permitted herein and therein and add other parties (or any authorized agent or trustee therefor) holding such Indebtedness thereto and to establish that the Lien on any Collateral securing such Indebtedness shall rank equally with the Liens on such Collateral securing the other First Lien Debt then outstanding. The Trustee and the Collateral Trustee shall be entitled to rely on an Officer's Certificate or an Opinion of Counsel certifying that any such amendment is authorized or permitted under the Note Documents and that all conditions precedent thereto have been satisfied.

Section 12.05 Releases of Collateral.

(a) The Liens on the Collateral of this Indenture will no longer secure the Notes outstanding under this Indenture or any other Note Obligations with respect to such Notes, and the right of the Holders to the benefits and proceeds of the Liens on the Collateral will terminate and be discharged, in each case, automatically and without the need for any further action by any Person:

(1) upon the occurrence of an Investment Grade Event; *provided, however*, that in the event that a Reversion Date occurs, then (i) the Issuer and any Subsidiary Guarantors will be required to secure the Notes with the Collateral within 60 days after the Reversion Date and (ii) will thereafter be subject to the terms of the Note Documents and the Note Security Documents with respect to future events; *provided* that clause (i) will not apply to property and other assets released by the Issuer under any other subsection of this Section 12.05(a). For the avoidance of doubt, in the event of any such reinstatement pursuant to clause (i) hereof, (A) no action taken or omitted to be taken by the Issuer or any Subsidiary Guarantors after a Release Event and before the Reversion Date will give rise to a Default, Event of Default or other breach under this Indenture, the

Notes or the Subsidiary Guarantees and (B) none of the Issuer or any Subsidiary Guarantor will bear any liability for any actions taken or events occurring after a Release Event and before the Reversion Date, or any actions taken at any time pursuant to any contractual obligation arising after a Release Event and before the Reversion Date; *provided that* all Liens incurred after a Release Event and before the Reversion Date will be classified to have been incurred or issued pursuant to the applicable clause (6) of the definition of "Permitted Lien".

(2) in connection with any sale, assignment, transfer, conveyance or other disposition of such properties or assets (including as part of or in connection with any other sale or other disposition that does not violate Article 5) to a Person that is not (either before or after giving effect to such transaction) the Issuer or a Subsidiary Guarantor, if the sale or other disposition does not violate the provisions set forth in Article 5;

(3) in the case of a Subsidiary Guarantor that is released from its Subsidiary Guarantee pursuant to the terms of this Indenture, the release of the property or assets, and Equity Interests, of such Subsidiary Guarantor;

(4) as set forth in Article 9 hereof;

(5) as set forth in Section 4.1 of the Collateral Trust Agreement;

(6) upon the full and final payment of the Notes and performance of all Obligations of the Issuer and the Subsidiary Guarantors under this Indenture and the Notes;

(7) upon Legal Defeasance or Covenant Defeasance under this Indenture pursuant to Article 8 hereof or upon the satisfaction and discharge of this Indenture in accordance with Article 10 hereof;

(8) to the extent such Collateral is comprised of property leased to the Issuer or any Subsidiary Guarantor, upon termination or expiration of such lease;

(9) as required to effect any sale or other disposition of Collateral in connection with any exercise of remedies of the Trustee pursuant to the Note Security Documents; or

(10) if such assets constitute Excluded Collateral.

(b) For the avoidance of doubt, the Issuer will be permitted to elect that the occurrence of an Investment Grade Event will not constitute a Release Event for purposes of this Indenture.

Section 12.06 Release Documentation.

Upon compliance with the conditions to release of all or any portion of the Collateral set forth in Section 12.05, and subject to the terms and conditions of the Collateral Trust Agreement, the Collateral Trustee shall, without the consent or authorization of any Holder, and without any consent, direction or instruction from the Trustee, forthwith take all necessary action (at the written request of and the expense of the Issuer) to release and re-convey to the Issuer or any other Grantor, as the case may be, the applicable portion of the Collateral that is authorized to be released pursuant to Section 12.05, and shall deliver such Collateral in its possession to the Issuer or any other Grantor, as the case may be, including, without limitation, executing and delivering releases and satisfactions wherever required.

Section 12.07 Collateral Trustee.

(a) The Collateral Trustee will hold (directly or through co-trustees or agents) and will be entitled to enforce at the direction of the Controlling First Lien Representative, all Liens on the Collateral created by the Note Security Documents.

(b) Except as provided in the Collateral Trust Agreement or as directed by the Controlling First Lien Representative in accordance with the Collateral Trust Agreement, the Collateral Trustee will not be obligated:

(1) to act upon directions purported to be delivered to it by any Person;

(2) to take any Enforcement Action; or

(3) to take any other action whatsoever with regard to any or all of the Note Security Documents, the Liens created thereby or the Collateral.

Notwithstanding anything to the contrary contained in the Collateral Trust Agreement, the Collateral Trustee will not commence any Enforcement Action or otherwise take any action or proceeding against any of the Collateral unless and until it shall have been directed by written notice from the Controlling First Lien Representative and then only in accordance with the provisions of the Collateral Trust Agreement.

Section 12.08 Purchaser Protected.

No purchaser or grantee of any property or rights purporting to be released from the Liens in favor of the Collateral Trustee shall be bound to ascertain the authority of the Collateral Trustee or Trustee to execute the release or to inquire as to the existence of any conditions herein prescribed for the exercise of such authority so long as the conditions set forth in Section 12.06 have been satisfied.

Section 12.09 Authorization of Receipt of Funds by the Trustee Under the Note Security Documents.

The Trustee is authorized to receive any funds for the benefit of Holders distributed under the Note Security Documents and to apply such funds as provided in Section 6.07.

Section 12.10 Powers Exercisable by Receiver or Trustee.

In case the Collateral shall be in the possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article 12 upon the Issuer or Grantor, as applicable, with respect to the release, sale or other disposition of such property may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Issuer or any Grantor, as applicable, or of any officer or officers thereof required by the provisions of this Article 12.

ARTICLE 13
MISCELLANEOUS

Section 13.01 Notices.

Any notice or communication by the Issuer or the Trustee to the other party hereto is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), email, facsimile transmission or overnight air courier guaranteeing next- day delivery, to the others' address:

If to the Issuer:

Talen Energy Supply, LLC
1780 Hughes Landing Boulevard, Suite 800
The Woodlands, Texas 77380
Fax No.: (281) 203-5303
Attention: Treasurer

If to the Trustee:

Wilmington Savings Fund Society, FSB (as Escrow Agent)

WSFS Bank Center
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801-7411
Attn: Global Capital Markets, John McNichol
Fax No.: (302) 421-9137

The Issuer or the Trustee, by notice to the other, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) will be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days

after being deposited in the mail, postage prepaid, if mailed; when sent, without automatic reply that such was unsuccessful, if emailed; when receipt acknowledged, if sent by facsimile transmission; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder will be delivered electronically or mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery or emailed to its address shown on the register kept by the Registrar. Failure to mail a notice or communication to a Holder or any defect in it will not affect its sufficiency with respect to other Holders. For so long as any Notes are represented by Global Notes, all notices to Holders will be delivered to DTC, which will give such notices to the Holders of book-entry interests in accordance with the applicable procedures of DTC, delivery of which shall be deemed to satisfy the requirements of this paragraph.

If a notice or communication is delivered or mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Issuer delivers a notice or communication to Holders, it will mail a copy to the Trustee and each Agent at the same time.

Section 13.02 Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Issuer to the Trustee to take any action under this Indenture (other than in connection with the Issuer Order, dated the date hereof, and delivered to the Trustee in connection with the issuance of the Initial Notes), the Issuer shall furnish to the Trustee:

(1) an Officer's Certificate in form and substance reasonably satisfactory to the Trustee (which must include the statements set forth in Section 13.03 hereof) stating that, in the opinion of the signer, all conditions precedent and covenants, if any, provided for in this Indenture and the other Note Documents relating to the proposed action have been satisfied; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which must include the statements set forth in Section 13.03 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants in the Note Documents relating to the proposed action have been satisfied.

Section 13.03 Statements Required in Certificate or Opinion.

Each Officer's Certificate or Opinion of Counsel with respect to compliance with a condition precedent or covenant provided for in this Indenture or the other Note Documents must include substantially:

(1) a statement that the Person making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(4) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

Section 13.04 Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Agents may make reasonable rules and set reasonable requirements for its functions.

Section 13.05 No Personal Liability of Directors, Officers, Employees and Stockholders.

No director, officer, employee, incorporator or stockholder of the Issuer or the Subsidiary Guarantors, as such, will have any liability for any Obligations of the Issuer under the Note Documents, or for any claim based on, in respect of, or by reason of, such Obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of any Notes.

Section 13.06 Governing Law.

(a) THIS INDENTURE, THE NOTES, AND ANY SUBSIDIARY GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) Each party hereto irrevocably and unconditionally submits to the jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan, New York County and of the United States District Court of the Southern District of New York sitting in the Borough of Manhattan, and any appellate court from any jurisdiction thereof, in any action or proceeding arising out of or relating to this Indenture, the Notes or any Subsidiary Guarantees, 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 such New York State or, to the extent permitted by law, in such Federal court. Each party 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 Indenture shall affect any right that any party hereto otherwise have to bring any action or proceeding relating to this Indenture against any party hereto or its properties in the courts of any jurisdiction.

(c) Each party hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying

of venue of any suit, action or proceeding arising out of or relating to this Indenture in any court referred to in Section 13.06(b) hereto. Each party hereto 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.

(d) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 13.01 hereof, such service to be effective upon receipt. Nothing in this Indenture will affect the right of any party hereto to serve process in any other manner permitted by law.

Section 13.07 Waiver of Immunity.

To the extent that the Issuer has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or execution, on the ground of sovereignty or otherwise) with respect to itself or its property, it hereby irrevocably waives, to the fullest extent permitted by applicable law, such immunity in respect of its obligations under this Indenture and/or Note.

Section 13.08 Waiver of Jury Trials.

ALL PARTIES HERETO HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 13.09 No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuer or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 13.10 Successors.

All agreements of the Issuer in this Indenture and the Notes will bind its successors. All agreements of the Trustee in this Indenture will bind its successors.

Section 13.11 USA Patriot Act.

The parties hereto acknowledge that in accordance with Section 326 of the USA Patriot Act, the Trustee, 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 Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the USA Patriot Act.

Section 13.12 Severability.

In case any provision in this Indenture or in the Notes is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

Section 13.13 Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy will be an original, but all of them together represent the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile, or PDF or other electronic transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes and shall constitute effective execution and delivery of this Indenture as to the parties hereto and will be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001-7006), the Electronic Signatures and Records Act of 1999 (N.Y. State Tech. §§ 301-309), or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that, notwithstanding anything herein to the contrary, the Trustee is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by such Trustee pursuant to procedures approved by such Trustee.

Section 13.14 Table of Contents, Headings, etc.

The Table of Contents and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and will in no way modify or restrict any of the terms or provisions hereof.

Section 13.15 Legal Holidays.

In any case where any interest payment date, redemption date, Change of Control Payment Date or Stated Maturity of any Note shall not be a Business Day, then (notwithstanding any other provision of this Indenture or of the Notes) payment of principal (or premium, if any) or interest or other required payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest payment date, redemption date, Change of Control Payment Date or at the Stated Maturity; *provided* that no interest shall accrue on such payment for the period from and after such interest payment date, redemption date, Change of Control Payment Date or Stated Maturity, as the case may be.

[*Signatures on following pages*]

Dated: May 12, 2023

TALEN ENERGY SUPPLY, LLC, as
Issuer

By: /s/ Rajat Prakash
Name: Rajat Prakash
Title: Vice President and Treasurer

[Signature Page to the Indenture]

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Trustee

By: /s/ John McNichol
Name: John McNichol
Title: Assistant Vice President

[Signature Page to the Indenture]

EXHIBIT A

FORM OF NOTE

[FACE OF NOTE]

8.625% Senior Secured Notes due 2030 CUSIP[1]/ISIN[2]: [●]

No. [●]

Talen Energy Supply, LLC

promises to pay to CEDE & CO., INC. or registered assigns, the principal sum of [●] Dollars ($[●]) on June 1, 2030

Interest Payment Dates: June 1 and December 1

Record Dates: May 15 and November 15

Dated:_____, 20[●]

[1] CUSIPs: 87422V AK4 (Rule 144A) and U8302W AH7 (Regulation S)

[2] ISINs: US87422VAK44 (Rule 144A) and USU8302WAH70 (Regulation S)

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly signed below.

TALEN ENERGY SUPPLY, LLC

By: _____
Name:
Title:

Dated:

WILMINGTON SAVINGS FUND SOCIETY, FSB,

as Trustee certifies that this is one of the Notes described in the within-named Indenture.

By: _____
Name:
Title:

[BACK OF NOTE]

8.625% Senior Secured Notes due 2030

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Regulation S Temporary Global Note Placement Legend, if applicable pursuant to the provisions of the Indenture]

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1 . *Interest*. Talen Energy Supply, LLC, a Delaware limited liability company (the "*Issuer*"), promises to pay interest on the principal amount of this Note at 8.625% per annum from [●] until maturity. The Issuer shall pay interest semi-annually in arrears on June 1 and December 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (and without any additional interest or other payment in respect of any delay) (each, an "*Interest Payment Date*"), with the same force and effect as if made on such date. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; *provided* that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided further*, that the first Interest Payment Date shall be [●]. Interest will be computed on the basis of a 360-day year of twelve 30-day months, and with respect to any period less than a full calendar month, on the basis of the actual number of days elapsed during the period.

2. *Method of Payment*. The Issuer shall pay interest on the Notes to the Persons who are registered Holders of Notes on May 15 and November 15 (whether or not a Business Day) immediately preceding the Interest Payment Date, except that interest payable at maturity will be paid to the person to whom principal is paid. The Notes will be payable as to principal, premium, if any, and interest at the office or agency of the Issuer maintained for such purpose, or, at the option of the Issuer, payment of interest and may be made by check mailed to the Holders at their addresses set forth in the register of Holders; *provided* that payment by wire transfer of immediately available funds will be required with respect to principal of and interest and premium, if any, on, all Global Notes and all other Notes the Holders of which will have provided wire transfer instructions to the Issuer or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3 . *Paying Agent and Registrar*. Initially, Wilmington Savings Fund Society, FSB, the Trustee under the Indenture, will act as Paying Agent and the Registrar. The Issuer may change any Paying Agent or the Registrar without prior notice to any Holder. The Issuer or any of its Subsidiaries may act in any such capacity.

4. *Indenture*. The Issuer issued the Notes as one of a duly authenticated series of securities of the Issuer issued and to be issued in one or more series under an Indenture dated as of May 12, 2023 (the "*Indenture*"), among the Issuer and the Trustee, and Holders are referred to the Indenture for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Issuer shall be entitled to issue Additional Notes pursuant to Section 2.07 of the Indenture.

5. *Optional Redemption*.

(a) At any time prior to June 1, 2026, the Issuer may, on any one or more occasions, redeem all or a part of the Notes at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, but excluding, the redemption date, subject to the rights of Holders of such Notes on the relevant record date to receive interest due on the relevant interest payment date.

(b) At any time prior to June 1, 2026, the Issuer may, on any one or more occasions, redeem the Notes with the proceeds from any Equity Offering at a redemption price equal to 108.625% of the principal amount of such Notes, plus accrued and unpaid interest, if any, to, but excluding, the redemption date (subject to the rights of Holders of such Notes on the relevant record date to receive interest due on the relevant interest payment date), in an aggregate principal amount for all such redemptions not to exceed 40% of the aggregate principal amount of the Notes issued under the Indenture on the Issue Date (together with Additional Notes); *provided* that

(i) in each case the redemption takes place not later than 180 days after the closing of the related Equity Offering, and

(ii) not less than 50% of the aggregate principal amount of the then- outstanding Notes issued under the Indenture remains outstanding immediately thereafter (including Additional Notes but excluding Notes held by the Issuer or any of its Restricted Subsidiaries), unless all such Notes are redeemed or repurchased or to be redeemed or repurchased substantially concurrently.

(c) In addition, during any 12-month period prior to June 1, 2026, the Issuer may redeem up to 10.0% of the aggregate principal amount of the Notes issued under the Indenture on the Issue Date (together with Additional Notes) at a redemption price equal to 103.000% of the aggregate principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date, subject to the rights of Holders of such Notes on the relevant record date to receive interest due on the relevant interest payment date.

(d) At any time on or after June 1, 2026, the Issuer may, on any one or more occasions, redeem all or a part of the Notes at the following redemption prices (expressed as a percentage of principal amount of the Notes to be redeemed) set forth below, plus accrued and unpaid interest, if any, to, but excluding, the redemption date, if redeemed during the 12-month

period beginning on June 1 of each of the years indicated below subject to the rights of Holders of such Notes on the relevant record date to receive interest due on the relevant interest payment date:

Year	**Percentage**
2026	104.313%
2027	102.156%
2028 and thereafter	100.000%

(e) Notwithstanding the foregoing, in connection with any tender offer for or other offer to purchase the Notes, including a Change of Control Offer, if Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not validly withdraw such Notes in such offer and the Issuer, or any third party making such an offer in lieu of the Issuer, purchase all of the Notes validly tendered and not withdrawn by such Holders, all Holders will be deemed to have consented to such offer, and the Issuer or such third party will have the right upon not less than 10 nor more than 60 days' notice, given not more than 30 days following such offer expiration date, to redeem (with respect to the Issuer) or purchase (with respect to a third party) Notes that remain outstanding, in whole but not in part, following such purchase at a price equal to the price paid to each other Holder (excluding any early tender, incentive or similar fee) in such offer, plus, to the extent not included in the offer payment, accrued and unpaid interest, if any, thereon, to, but excluding, such redemption date. In determining whether the Holders of at least 90% of the aggregate principal amount of the then outstanding Notes have validly tendered and not validly withdrawn such Notes in a tender offer or other offer to purchase, such calculation shall include all Notes owned by an Affiliate of the Issuer (notwithstanding any provision of the Indenture to the contrary).

(f) If a redemption date is not a Business Day, payment may be made on the next succeeding day that is a Business Day, and no interest shall accrue on any amount that would have been otherwise payable on such redemption date if it were a Business Day for the intervening period.

(g) If the optional redemption date is on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest in respect of Notes subject to redemption will be paid on the redemption date to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Issuer.

(h) Certain defined terms:

"*Applicable Premium*" means, with respect to any Note on any redemption date, the greater of:

(i) 1.0% of the principal amount of such Note; or

(ii) the excess of:

(a) the present value at such redemption date of (i) the redemption price of such Note at June 1, 2026 (such redemption price (expressed in percentage of principal amount) being set forth in the table under Section 5(d) hereof, exclusive of any accrued and unpaid interest) plus (ii) all required interest payments due on the Note through June 1, 2026, (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the principal amount of such Note.

Calculation of the Applicable Premium shall be made by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate and, in any event, such calculation shall not be a duty or obligation of the Trustee in any of its capacities hereunder.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to June 1, 2026; *provided*, *however*, that if the period from the redemption date to June 1, 2026 is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year will be used.

6. *Special Mandatory Redemption.*

(a) In the event that (i) the Escrow Outside Date occurs and the Escrow Agent shall not have received the Escrow Release Officer's Certificate on or prior to such date or (ii) the Issuer informs the Escrow Agent in writing that, in the reasonable good faith judgment of the Issuer, the Effective Date will not occur on or prior to the Escrow Outside Date (the date of any such event being the "*Special Termination Date*"), the Issuer shall redeem the Notes (the "*Special Mandatory Redemption*") at a price (the "*Special Mandatory Redemption Price*") equal to 100% of the gross proceeds of the issuance and sale of the Notes, plus accrued and unpaid interest on the Notes, from and including the Issue Date to, but excluding, the Special Mandatory Redemption Date, subject to the right of Holders on the relevant record date to receive interest due on the relevant interest payment date.

(b) Subject to Section 6(c) below, notice of the Special Mandatory Redemption will be delivered by the Issuer no later than one Business Day following the Special Termination Date, to the Trustee, the Escrow Agent and Holders and will provide that the Notes shall be redeemed on a date that is no later than the third Business Day after such notice is given by the Issuer in accordance with the terms of the Escrow Agreement (the "*Special Mandatory Redemption Date*") or otherwise in accordance with the Applicable Procedures.

(c) On the Special Mandatory Redemption Date, the Escrow Agent shall pay to the Trustee for payment to each Holder the Special Mandatory Redemption Price for such Holder's Notes and, concurrently with the payment to such Holders and after deduction for any unpaid fees and expenses of the Trustee and the Escrow Agent, deliver any excess Escrowed Property (if any) to the Issuer. In the event that the Escrowed Property is insufficient to pay the Special Mandatory Redemption Price on the Special Mandatory Redemption Date, plus fees and expenses of the Trustee and the Escrow Agent, the Issuer will deposit any shortfall with the Escrow Agent on or prior to the Special Mandatory Redemption Date.

(d) Certain defined terms:

"*Escrow Account*" means a segregated account with respect to the Initial Notes under the control of the Trustee established pursuant to the Escrow Agreement.

"*Escrow Agent*" means Wilmington Savings Fund Society, FSB, in its capacity as escrow agent under the Escrow Agreement and together with its successors.

"*Escrow Conditions*" refers to the following conditions which shall have been or, substantially concurrently with the release of the Escrowed Property, shall be, satisfied:

(1) neither the Plan nor the Confirmation Order shall have been amended, stayed, supplemented or otherwise modified in any respect that is, in the aggregate, materially adverse to the rights and interests of the Holders. The Plan shall be substantially consummated, as set forth in section 1101 of the Bankruptcy Code, and effective concurrently with the initial funding of the term loan facilities under the Exit Facilities Credit Agreement in accordance with the Plan;

(2) the Exit Facilities Credit Agreement shall have been executed, on terms that are substantially consistent with the terms described under the caption "Description of Other Indebtedness" in the Offering Circular;

(3) each then existing Subsidiary of the Issuer that is a guarantor under the Exit Facilities Credit Agreement has become or will become substantially concurrently with the Escrow Release a Subsidiary Guarantor pursuant to a supplemental indenture; and

(4) all obligations under the Existing Secured Financing Agreements have been paid in full (and all commitments thereunder terminated), or will be paid in full (and all commitments thereunder terminated) substantially simultaneously with, or prior to, the Escrow Release, and all Liens related thereto have been extinguished, terminated or otherwise released or shall be extinguished, terminated or otherwise released substantially simultaneously with, or prior to, the Escrow Release.

"*Escrow Outside Date*" means 11:59 p.m. (New York City time) on August 10, 2023.

"*Escrow Release*" means, with respect to any Escrowed Property, the release by the Escrow Agent of such Escrowed Property at the entitled direction of the Issuer, other than in connection with a Special Mandatory Redemption.

"*Escrow Release Officer's Certificate*" means the officer's certificate required to be delivered to the Escrow Agent and the Trustee in connection with the Escrow Release and the satisfaction of the Escrow Conditions, pursuant to the terms of the Escrow Agreement.

"*Escrowed Property*" means the Escrow Account, the initial funds deposited in the Escrow Account, and all other funds, securities, interest, dividends, distributions and other property and payments credited to the Escrow Account (less any property and/or funds paid in accordance with the Escrow Agreement).

7. *Offer to Repurchase Upon a Change of Control Triggering Event*. Upon the occurrence of a Change of Control Triggering Event, each Holder shall have the right to require the Issuer to make an offer (a "*Change of Control Offer*") to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess of $2,000) of each Holder's Notes at a purchase price equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest on the Notes, if any, to, but excluding, the date of purchase, subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date specified in the notice (the "*Change of Control Payment*"). Within 30 days following any Change of Control Triggering Event, the Issuer shall mail (or deliver electronically) a notice to each Holder describing the transaction or transactions that constitute the Change of Control as required by the Indenture.

8. *Notice of Redemption.* Except in certain circumstances, notice of redemption will be furnished at least 10 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed. Notes in denominations larger than $2,000 may be redeemed in part but only in whole multiples of $1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest ceases to accrue on Notes or portions thereof called for redemption.

9. *Denominations, Transfer, Exchange*. The Notes are in registered form without coupons in minimum denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. A Holder may transfer or exchange Notes in accordance with the provisions of the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of Notes. There will be no service charge for any transfer or exchange of the Notes, but Holders will be required to pay all taxes due on transfer. The Issuer is not required to transfer or exchange any Note selected for redemption or to transfer or exchange any Note for a period of 15 days before a selection of Notes to be redeemed. The registered Holder will be treated as the owner of the Note for all purposes.

10. *Persons Deemed Owners*. The registered Holder of a Note may be treated as its owner for all purposes.

11. *Amendment, Supplement and Waiver*. Subject to certain exceptions set forth in the Indenture, the Issuer, the Subsidiary Guarantors and the Trustee may amend or supplement the Note Documents or the Escrow Agreement with the consent of the Holders of at least a majority in principal aggregate amount of the Notes then outstanding and any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium or interest on such Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of the Note Documents or the Escrow Agreement may be waived with the consent of the Holders of a majority in principal aggregate amount of the Notes then outstanding. Without the consent of each Holder affected, the Note Documents may not (with respect to any such Notes held by a non-consenting Holder) be amended, supplemented or waived for certain purposes set forth in the Indenture.

12. *Defaults and Remedies*. Events of Default include those events as set forth in the Indenture. In the case of an Event of Default with respect to the Issuer with respect to the Notes arising from certain events of bankruptcy or insolvency, principal of and accrued and unpaid interest on all the Notes that are outstanding will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 30% in principal amount of the Notes that are outstanding may declare the principal of and accrued and unpaid interest on all the Notes to be due and payable immediately. Subject to certain limitations set forth in the Indenture, Holders of a majority in aggregate principal amount of the then-outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. Holders of a majority in aggregate principal amount of the then outstanding Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration.

13. *Security and Collateral*. The Notes will be entitled to the benefits of certain Collateral pledged for the benefit of the Holders pursuant to the terms of the Note Documents. Reference is hereby made to the Note Documents for a statement of the respective rights, limitations of rights, duties and obligations thereunder of the Issuer, the Subsidiary Guarantors,

the Collateral Trustee, the Trustee and the Holders. The Issuer agrees, and each Holder by accepting a Note agrees, to the provisions contained in the Note Documents.

14. *Trustee Dealings with Issuer*. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or any Subsidiary Guarantor or any Affiliate of the Issuer or any Subsidiary Guarantor with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as Trustee (if the Indenture has been qualified under the TIA) or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Section 7.09 of the Indenture.

15. *No Recourse Against Others*. No director, officer, employee, incorporator or stockholder of the Issuer or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Issuer or the Subsidiary Guarantors under the Notes, the Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

16. *Authentication*. This Note will not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

17. *Abbreviations*. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

18. *CUSIP Numbers/ISINs*. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers/ISINs to be printed on the Notes and the Trustee may use CUSIP numbers/ISINs in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

19. *NEW YORK LAW TO GOVERN*. THE INDENTURE, THIS NOTE AND THE SUBSIDIARY GUARANTEES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

The Issuer shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Talen Energy Supply, LLC
1780 Hughes Landing Boulevard, Suite 800
The Woodlands, Texas 77380
Fax No.: (281) 203-5303
Attention: Treasurer

Assignment Form

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____

_____
(Insert assignee's legal name)

_____
(Insert assignee's soc. sec. or tax I.D. no.)

_____
(Print or type assignee's name, address and zip code)

and irrevocably appoint to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____ Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

Option of Holder to Elect Purchase Pursuant to Section 4.11

If you want to elect to have only part of the Note purchased by the Issuer pursuant to Section 4.11 of the Indenture, state the amount you elect to have purchased:

$ _____

Date: _____ Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

Schedule of Exchanges of Interests in the Global Note

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease (or increase)	Signature of authorized officer of Trustee or Custodian

* This schedule should be included only if the Note is issued in global form.

EXHIBIT B

FORM OF CERTIFICATE OF TRANSFER

Talen Energy Supply, LLC
1780 Hughes Landing Boulevard, Suite 800
The Woodlands, Texas 77380
Fax No.: (281) 203-5303
Attention: Treasurer

Wilmington Savings Fund Society, FSB (as Trustee)
WSFS Bank Center
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801-7411
Attn: Global Capital Markets, John McNichol
Fax No.: (302) 421-9137

Re: 8.625% Senior Secured Notes due 2030

Reference is hereby made to the Indenture, dated as of May 12, 2023 (the "***Indenture***"), among Talen Energy Supply, LLC, as issuer (the "***Issuer***"), the Subsidiary Guarantors party thereto and Wilmington Savings Fund Society, FSB, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____, (the "***Transferor***") owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of $ in such Note[s] or interests (the "***Transfer***"), to (the "***Transferee***"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1. ☐ **Check if Transferee will take delivery of a beneficial interest in the 144A Global Note or a Restricted Definitive Note pursuant to Rule 144A**. The Transfer is being effected pursuant to and in accordance with Rule 144A under the United States Securities Act of 1933, as amended (the "*Securities Act*"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believed and believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the 144A Global Note and/or the Definitive Note and in the Indenture and the Securities Act.

2. ☐ **Check if Transferee will take delivery of a beneficial interest in the Regulation S Global Note or a Restricted Definitive Note pursuant to Regulation S**. The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a Person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(a) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Distribution Compliance Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an initial purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on Transfer enumerated in the Private Placement Legend printed on the Regulation S Global Note and/or the Definitive Note and in the Indenture and the Securities Act.

3. ☐ **Check and complete if Transferee will take delivery of a beneficial interest in the IAI Global Note or Restricted Definitive Note pursuant to any provision of the Securities Act other than Rule 144A or Regulation S**. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

(a) ☐ such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act;

or

(b) ☐ such Transfer is being effected to the Issuer or a subsidiary thereof;

or

(c) ☐ such Transfer is being effected pursuant to an effective registration statement under the Securities Act in compliance with the prospectus delivery requirements of the Securities Act;

or

(d) ☐ such Transfer is being effected to an Institutional Accredited Investor pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A, Rule 144, or Rule 903 or Rule 904 of Regulation S, and the Transferor hereby further

certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act and the Transfer complies with the transfer restrictions applicable to beneficial interests in a Restricted Global Note or Restricted Definitive Notes and the requirements of the exemption claimed, which certification is supported by, (1) a certificate executed by the Transferee in the form of Exhibit D to the Indenture and (2) an Opinion of Counsel provided by the Transferor or the Transferee (a copy of which the Transferor has attached to this certification), to the effect that such Transfer is in compliance with the Securities Act. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the IAI Global Note and/or the Restricted Definitive Notes and in the Indenture and the Securities Act.

4. ☐ Check if Transferee will take delivery of a beneficial interest in an Unrestricted Global Note or of an Unrestricted Definitive Note.

(a) ☐ **Check if Transfer is pursuant to Rule 144**. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(b) ☐ **Check if Transfer is Pursuant to Regulation S**. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(c) ☐ **Check if Transfer is Pursuant to Other Exemption**. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 of Regulation S and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note

will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer.

[Insert Name of Transferor]

By: _____
Name:
Title:

Dated:

Annex A to Certificate of Transfer

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

(a) ☐ a beneficial interest in the:

(i) ☐ 144A Global Note (CUSIP), or

(ii) ☐ Regulation S Global Note (CUSIP), or

(iii) ☐ IAI Global Note (CUSIP); or(b

(b) ☐ a Restricted Definitive Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE OF (a), (b) OR (c)]

(a) ☐ a beneficial interest in the:

(i) ☐ 144A Global Note (CUSIP), or

(ii) ☐ Regulation S Global Note (CUSIP), or

(iii) ☐ IAI Global Note (CUSIP), or

(iv) ☐ Unrestricted Global Note (CUSIP); or

(b) ☐ a Restricted Definitive Note; or

(c) ☐ an Unrestricted Definitive Note, in accordance with the terms of the Indenture.

EXHIBIT C

FORM OF CERTIFICATE OF EXCHANGE

Talen Energy Supply, LLC
1780 Hughes Landing Boulevard, Suite 800
The Woodlands, Texas 77380
Fax No.: (281) 203-5303
Attention: Treasurer

Wilmington Savings Fund Society, FSB (as Trustee)
WSFS Bank Center
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801-7411
Attn: Global Capital Markets, John McNichol
Fax No.: (302) 421-9137

Re: 8.625% Senior Secured Notes due 2030

Reference is hereby made to the Indenture, dated as of May 12, 2023 (the "*Indenture*"), among Talen Energy Supply, LLC, as issuer (the "*Issuer*"), the Subsidiary Guarantors party thereto and Wilmington Savings Fund Society, FSB, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____, (the "*Owner*") owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount of $ in such Note[s] or interests (the "*Exchange*"). In connection with the Exchange, the Owner hereby certifies that:

1. **Exchange of Restricted Definitive Notes or Beneficial Interests in a Restricted Global Note for Unrestricted Definitive Notes or Beneficial Interests in an Unrestricted Global Note**

(a) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to beneficial interest in an Unrestricted Global Note**. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Note and pursuant to and in accordance with the United States Securities Act of 1933, as amended (the "***Securities Act***"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(b) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to Unrestricted Definitive Note**. In connection with the Exchange of the Owner's beneficial

interest in a Restricted Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Note and pursuant to and in accordance with the Securities Act, (i) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(c) ☐ **Check if Exchange is from Restricted Definitive Note to beneficial interest in an Unrestricted Global Note**. In connection with the Owner's Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(d) ☐ **Check if Exchange is from Restricted Definitive Note to Unrestricted Definitive Note**. In connection with the Owner's Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2. Exchange of Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes for Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes

(a) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to Restricted Definitive Note**. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted Definitive Note with an equal principal amount, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Definitive Note and in the Indenture and the Securities Act.

(b) ☐ **Check if Exchange is from Restricted Definitive Note to beneficial interest in a Restricted Global Note**. In connection with the Exchange of the Owner's

Restricted Definitive Note for a beneficial interest in the [CHECK ONE] ☐ 144A Global Note, ☐ Regulation S Global Note, ☐ IAI Global Note with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Definitive Note and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer.

[Insert Name of Transferor]

By: _____
Name:
Title:

Dated:

EXHIBIT D

FORM OF CERTIFICATE FROM ACQUIRING INSTITUTIONAL ACCREDITED INVESTOR

Talen Energy Supply, LLC
1780 Hughes Landing Boulevard, Suite 800
The Woodlands, Texas 77380
Fax No.: (281) 203-5303
Attention: Treasurer

Wilmington Savings Fund Society, FSB (as Trustee)
WSFS Bank Center
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801-7411
Attn: Global Capital Markets, John McNichol
Fax No.: (302) 421-9137

Re: 8.625% Senior Secured Notes due 2030

Reference is hereby made to the Indenture, dated as of May 12, 2023 (the "***Indenture***"), among Talen Energy Supply, LLC, as issuer (the "***Issuer***"), the Subsidiary Guarantors party thereto and Wilmington Savings Fund Society, FSB, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

In connection with our proposed purchase of $_____ aggregate principal amount of:

(a) ☐ a beneficial interest in a Global Note, or

(b) ☐ a Definitive Note, we confirm that:

1. We understand that any subsequent transfer of the Notes or any interest therein is subject to certain restrictions and conditions set forth in the Indenture and the undersigned agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes or any interest therein except in compliance with, such restrictions and conditions and the Securities Act of 1933, as amended (the "***Securities Act***").

2. We understand that the offer and sale of the Notes have not been registered under the Securities Act, and that the Notes and any interest therein may not be offered or sold except as permitted in the following sentence. We agree, on our own behalf and on behalf of any accounts for which we are acting as hereinafter stated, that if we should sell the Notes or any interest therein, we will do so only (A) to the Company or any subsidiary thereof, (B) in accordance with Rule 144A under the Securities Act to a "qualified institutional buyer" (as defined therein), (C) to an institutional "accredited investor" (as defined below) that, prior to such transfer, furnishes (or has furnished on its behalf by a U.S. broker-dealer) to you and to the Company a signed letter substantially in the form of this letter and an Opinion of Counsel in

form reasonably acceptable to the Company to the effect that such transfer is in compliance with the Securities Act, (D) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act, (E) pursuant to the provisions of Rule 144(k) under the Securities Act or (F) pursuant to an effective registration statement under the Securities Act, and we further agree to provide to any Person purchasing the Definitive Note or beneficial interest in a Global Note from us in a transaction meeting the requirements of clauses (A) through (E) of this paragraph a notice advising such purchaser that resales thereof are restricted as stated herein.

3. We understand that, on any proposed resale of the Notes or beneficial interest therein, we will be required to furnish to you and the Company such certifications, legal opinions and other information as you and the Company may reasonably require to confirm that the proposed sale complies with the foregoing restrictions. We further understand that the Notes purchased by us will bear a legend to the foregoing effect.

4. We are an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) and have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and we and any accounts for which we are acting are each able to bear the economic risk of our or its investment.

5. We are acquiring the Notes or beneficial interest therein purchased by us for our own account or for one or more accounts (each of which is an institutional "accredited investor") as to each of which we exercise sole investment discretion.

You and the Company are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

[Insert Name of Accredited Investor]

By: _____
Name:
Title:

Dated:

EXHIBIT E

FORM OF SUPPLEMENTAL INDENTURE – ADDITIONAL SUBSIDIARY GUARANTEES

THIS [ ] SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of , 20 , among the subsidiary guarantors listed on Schedule I hereto (the "*Guaranteeing Subsidiaries*"), Talen Energy Supply, LLC, a Delaware limited liability company (the "*Issuer*"), the other Subsidiary Guarantors (as defined in the Indenture, as defined below) and Wilmington Savings Fund Society, FSB, as trustee under the Indenture (the "*Trustee*").

W I T N E S S E T H

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee (i) that certain indenture (the "*Indenture*"), dated as of May 12, 2023, between the Issuer and the Trustee, providing for the original issuance of an aggregate principal amount of $1,200,000,000 of 8.625% Senior Secured Notes due 2030 (the "*Initial Notes*") and, subject to the terms of the Indenture, future issuances of 8.625% Senior Secured Notes due 2030 (each such issuance, the "*Additional Notes,*" and together with the Initial Notes, the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture (the "*Subsidiary Guarantees*"); and

WHEREAS, pursuant to Sections 4.08 and 9.01 of the Indenture, the Trustee, the Issuer and the Guaranteeing Subsidiaries are authorized and required to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary, the Trustee and the Issuer mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. *Capitalized Terms*. Unless otherwise defined in this Supplemental Indenture, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2 . *Agreement to be Bound; Guarantee*. Each of the Guaranteeing Subsidiaries hereby becomes a party to the Indenture as a Subsidiary Guarantor and as such will have all of the rights and be subject to all of the Obligations and agreements of a Subsidiary Guarantor under the Indenture. Each of the Guaranteeing Subsidiaries hereby agrees to be bound by all of the provisions of the Indenture applicable to a Subsidiary Guarantor and to perform all of the Obligations and agreements of a Subsidiary Guarantor under the Indenture. In furtherance of the foregoing, each of the Guaranteeing Subsidiaries shall be deemed a Subsidiary Guarantor for purposes of Article 11 of the Indenture, including, without limitation, Section 11.02 thereof.

3 . *NEW YORK LAW TO GOVERN*. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4 . *Counterparts*. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.

6. *The Trustee*. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Issuer.

7. *Ratification of Indenture; Supplemental Indenture Part of Indenture*. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated:_____, 20[ ]

[GUARANTEEING SUBSIDIARIES]

By: _____
Name:
Title:

[ISSUER]

By: _____
Name:
Title:

[TRUSTEE],
as Trustee

By: _____
Name:
Title:

SUPPLEMENTAL INDENTURE -

THIS FIRST SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of May 17, 2023, among the subsidiary guarantors listed on Schedule I hereto (the "*Guaranteeing Subsidiaries*"), Talen Energy Supply, LLC, a Delaware limited liability company (the "*Issuer*"), the other Subsidiary Guarantors (as defined in the Indenture, as defined below) and Wilmington Savings Fund Society, FSB, as trustee under the Indenture (the "*Trustee*").

W I T N E S S E T H

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee (i) that certain indenture (the "*Indenture*"), dated as of May 12, 2023, between the Issuer and the Trustee, providing for the original issuance of an aggregate principal amount of $1,200,000,000 of 8.625% Senior Secured Notes due 2030 (the "*Initial Notes*") and, subject to the terms of the Indenture, future issuances of 8.625% Senior Secured Notes due 2030 (each such issuance, the "*Additional Notes*," and together with the Initial Notes, the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture (the "*Subsidiary Guarantees*"); and

WHEREAS, pursuant to Sections 4.08 and 9.01 of the Indenture, the Trustee, the Issuer and the Guaranteeing Subsidiaries are authorized and required to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary, the Trustee and the Issuer mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2 . *Agreement to be Bound; Guarantee.* Each of the Guaranteeing Subsidiaries hereby becomes a party to the Indenture as a Subsidiary Guarantor and as such will have all of the rights and be subject to all of the Obligations and agreements of a Subsidiary Guarantor under the Indenture. Each of the Guaranteeing Subsidiaries hereby agrees to be bound by all of the provisions of the Indenture applicable to a Subsidiary Guarantor and to perform all of the Obligations and agreements of a Subsidiary Guarantor under the Indenture. In furtherance of the foregoing, each of the Guaranteeing Subsidiaries shall be deemed a Subsidiary Guarantor for purposes of Article 11 of the Indenture, including, without limitation, Section 11.02 thereof.

3 . *NEW YORK LAW TO GOVERN.* THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4 . *Counterparts.* The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.

6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Issuer.

7. *Ratification of Indenture; Supplemental Indenture Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated: May 17, 2023

BARNEY DAVIS, LLC
BDW CORP.
BELL BEND, LLC
BRANDON SHORES LLC
BRUNNER ISLAND SERVICES, LLC
BRUNNER ISLAND, LLC
CAMDEN PLANT HOLDINGS, L.L.C.
COLSTRIP COMM SERV, LLC
DARTMOUTH PLANT HOLDING, LLC
DARTMOUTH POWER ASSOCIATES LIMITED PARTNERSHIP
DARTMOUTH POWER GENERATION, L.L.C.
DARTMOUTH POWER HOLDING COMPANY, L.L.C.
ELMWOOD ENERGY HOLDINGS, LLC
ELMWOOD PARK POWER, LLC
FORT ARMISTEAD ROAD - LOT 15 LANDFILL, LLC
H.A. WAGNER LLC
HOLTWOOD, LLC LADY JANE COLLIERIES, INC.
LAREDO, LLC LIBERTY VIEW POWER, LLC
LOWER MOUNT BETHEL ENERGY, LLC
MARTINS CREEK, LLC MC OPCO LLC
MEG GENERATING COMPANY, LLC
MONTANA GROWTH HOLDINGS LLC
MONTOUR SERVICES, LLC MONTOUR, LLC
MORRIS ENERGY MANAGEMENT COMPANY, LLC
MORRIS ENERGY OPERATIONS COMPANY, LLC
NEWARK BAY COGENERATION PARTNERSHIP, L.P.
NEWARK BAY HOLDING COMPANY, L.L.C.
NORTHEAST GAS GENREATION HOLDINGS, LLC
NUECES BAY, LLC
PEDRICKTOWN COGERATION COMPANY LP
PEDRICKTOWN INVESTMENT COMPANY LLC
PEDRICTOWN MANAGEMENT COMPANY LLC
PENNSYLVANIA MINES, LLC
RAVEN LOT 15 LLC
RAVEN POWER FINANCE LLC
RAVEN POWER FORT SMALLWOOD LLC
RAVEN POWER GENERATION HOLDINGS LC
RAVEN POWER GROUP LLC
RAVEN POWER PROPERTY LLC
RAVEN FS PROPERTY HOLDINGS LLC

REALTY COMPANY OF PENNSYLVANIA
RMGL HOLDINGS LLC
SAPPHIRE POWER FINANCE LLC
SAPPHIRE POWER GENERATION HOLDINGS LLC
SAPHIRE POWER LLC
SAPHIRE POWER MARKETING LLC
SUSQUEHANNA NUCLER, LLC
TALEN ENERGY MARKETING, LLC
TALEN ENERG RETAIL LLC
TALEN ENERGY SERVICES GROUP, LLC
TALEN ENERGY SERVICES HOLDINGS, LLC
TALEN ENERGY SERVICES NORTHEAST, INC.
TALEN GENERATION, LLC
TALEN II GROWTH HOLDINGS LLC
TALEN II GROWTH PARENT LLC
TALEN LAND HOLDINGS, LLC
TALEN MONTANA HOLDINGS, LLC
TALEN MONTANA, LLC
TALEN NE LLC
TALEN NUCLEAR DEVELOPMENT, LLC
TALEN RECEIVABLES FUNDING LLC
TALEN TEXAS GROUP, LLC
TALEN TEXAS PROPERTY, LLC
TALEN TEXAS, LLC
TALEN TREASURE STATE, LLC
YORK GENERATION COMPANY LLC
YORK PLANT HOLDING, LLC

By: /s/ Rajat Prakash

Name: Rajat Prakash

Title: Vice President, Treasurer

TALEN ENERGY SUPPLY, LLC

By: /s/ Rajat Prakash

Name: Rajat Prakash

Title: Vice President, Treasurer

WILMINGTON SAVINGS FUND SOCIETY, FSB as Trustee

By: /s/ John McNichol

Name: John McNichol

Title: Assistant Vice President

SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this " *Supplemental Indenture*"), dated as of October 6, 2023, among the subsidiary guarantors listed on Schedule I hereto (the "*Guaranteeing Subsidiaries*"), Talen Energy Supply, LLC, a Delaware limited liability company (the "*Issuer*"), and Wilmington Savings Fund Society, FSB, as trustee under the Indenture (the "*Trustee*").

W I T N E S S E T H

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee (i) the indenture, dated as of May 12, 2023 (the " *Original Indenture*"), between the Issuer and the Trustee, providing for the original issuance of an aggregate principal amount of $1,200,000,000 of 8.625% Senior Secured Notes due 2030 (the "*Initial Notes*") and, subject to the terms of the Indenture, future issuances of 8.625% Senior Secured Notes due 2030 (each such issuance, the "*Additional Notes*," and together with the Initial Notes, the "*Notes*") and (ii) a supplemental indenture to the Original Indenture, among the Issuer, the existing Subsidiary Guarantors listed on Schedule II hereto and the Trustee (the "*First Supplemental Indenture*" and, together with the Original Indenture, the "*Indenture*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture (the "*Subsidiary Guarantees*"); and

WHEREAS, pursuant to Sections 4.08 and 9.01 of the Indenture, the Trustee, the Issuer and the Guaranteeing Subsidiaries are authorized and required to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries, the Trustee and the Issuer mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1 . *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2 . *Agreement to be Bound; Guarantee* . Each of the Guaranteeing Subsidiaries hereby becomes a party to the Indenture as a Subsidiary Guarantor and as such will have all of the rights and be subject to all of the Obligations and agreements of a Subsidiary Guarantor under the Indenture. Each of the Guaranteeing Subsidiaries hereby agrees to be bound by all of the provisions of the Indenture applicable to a Subsidiary Guarantor and to perform all of the Obligations and agreements of a Subsidiary Guarantor under the Indenture. In furtherance of the foregoing, each of the Guaranteeing Subsidiaries shall be deemed a Subsidiary Guarantor for purposes of Article 11 of the Indenture, including, without limitation, Section 11.02 thereof.

3 . *NEW YORK LAW TO GOVERN.* THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4 . *Counterparts.* The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.

6 . *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Issuer.

7 . *Ratification of Indenture; Supplemental Indenture Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

LMBE PROJECT COMPANY LLC
LMBE-MC HOLDCO I LLC
LMBE-MC HOLDCO II LLC
MC PROJECT COMPANY LLC
TALEN CONEMAUGH LLC
TALEN KEYCON HOLDINGS LLC
TALEN KEYSTONE LLC

By: /s/ Rajat Prakash
Name: Rajat Prakash
Title: Vice President, Treasurer

TALEN ENERGY SUPPLY, LLC

By: /s/ Rajat Prakash
Name: Rajat Prakash
Title: Vice President, Treasurer

[Signature Page to Supplemental Indenture]

WILMINGTON SAVINGS FUND SOCIETY, FSB
as Trustee

By: /s/ Pat Healy
Name: Pat Healy
Title: Senior Vice President

[Signature Page to Supplemental Indenture]

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (this "**Agreement**") is made and entered into, effective as of [●], 2023 by and between Talen Energy Corporation, a Delaware corporation (the "**Company**"), and [●] ("**Indemnitee**").

WHEREAS, in light of the litigation costs and risks to directors and officers resulting from their service to companies, and the desire of the Company to attract and retain qualified individuals to serve as directors and officers, it is reasonable, prudent and necessary for the Company to indemnify and advance expenses on behalf of the directors and officers to the extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern regarding such risks;

WHEREAS, Indemnitee is willing to serve as a director or officer or in any other Company Status (as hereinafter defined) on the condition that Indemnitee be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Third Amended and Restated Certificate of Incorporation of the Company, as amended from time to time (the "**Company Certificate**"), the Second Amended and Restated Bylaws of the Company, as amended from time to time (the "**Bylaws**" and, together with the Company Certificate, the "**Company Organizational Documents**"), any organizational documents of any other Enterprise (collectively, the "**Enterprise Organizational Documents**") and any resolutions adopted by the board of directors of the Company or similar governing body of any other Enterprise (pursuant to the applicable Enterprise Organizational Documents), and shall not be deemed to be a substitute therefor nor to diminish or abrogate any rights of Indemnitee thereunder; and NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. Services by Indemnitee. Indemnitee will serve or continue to serve as a director or officer of Talen Energy Supply, LLC, for so long as Indemnitee is duly elected or appointed and qualified in accordance with the provisions of the General Corporate Law of the State of Delaware (the "**DGCL**") and the Company Organizational Documents or until Indemnitee tenders Indemnitee's resignation or is removed as a director or officer. Indemnitee may from time to time also agree to serve, as the Company may request from time to time, as a director, officer or in another capacity for any Enterprise. Indemnitee and the Company each acknowledge that they have entered into this Agreement as a means of inducing Indemnitee to serve, or continue to serve, the Company in such capacities. Indemnitee may at any time and for any reason resign from such position or positions (subject to any other contractual obligation or any obligation imposed by operation of law).

2. Indemnification – General. On the terms and subject to the conditions of this Agreement, the Company shall, and shall cause each Enterprise, to the fullest extent permitted under the Company Organizational Documents, the Enterprise Organizational Documents, and the DGCL and any other applicable law, indemnify Indemnitee with respect to, and hold Indemnitee harmless from and against, all losses, liabilities, judgments, fines, penalties, costs, Expenses (as hereinafter defined) and other amounts that Indemnitee actually and reasonably

incurs and that result from, arise in connection with or are by reason of Indemnitee's Company Status, regardless of whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee or agent of the Company, or in any other capacity while Indemnitee serves as a director, officer, employee or agent, and shall advance Expenses to Indemnitee in accordance with the terms of this Agreement, in each case, except with respect to any Disabling Conduct (as hereinafter defined). The obligations of the Company under this Agreement shall (a) continue after such time as Indemnitee ceases to serve as a director or officer or in any other Company Status and (b) include claims for monetary damages against Indemnitee in respect of any actual or alleged liability or other loss of Indemnitee, to the fullest extent permitted under the DGCL and any other applicable law as in existence on the date hereof (and to such greater extent as the DGCL and any other applicable law may hereafter from time to time permit); *provided* that neither the Company nor any Enterprise shall indemnify or advance Expenses to Indemnitee for Disabling Conduct. The other provisions in this Agreement are provided in addition to and as a means of furtherance and implementation of, and not in limitation of, the obligations expressed in this Section 2.

3. Proceedings Other Than Proceedings by or in the Right of the Company. If, in connection with or by reason of Indemnitee's Company Status, Indemnitee was, is or is threatened to be made a party to or a participant in any Proceeding (as hereinafter defined), other than a Proceeding by or in the right of the Company to procure a judgment in its favor addressed in Section 4 below, the Company shall, to the fullest extent permitted under the DGCL and any other applicable law, indemnify Indemnitee with respect to, and hold Indemnitee harmless from and against, all Expenses, liabilities, judgments, penalties, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such liabilities, judgments, penalties, fines and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on behalf of Indemnitee in connection with such Proceeding or any claim, issue or matter therein, in each case, except with respect to any Disabling Conduct.

4. Proceedings by or in the Right of the Company. If, by reason of Indemnitee's Company Status, Indemnitee was or is threatened to be made, or was or is, a party to or a participant in any Proceeding by or in the right of the Company or any Enterprise to procure a judgment in its favor, the Company shall, and shall cause each Enterprise, to the fullest extent permitted under the DGCL and any other applicable law, indemnify Indemnitee with respect to, and hold Indemnitee harmless from and against, all Expenses reasonably incurred by Indemnitee or on behalf of Indemnitee in connection with such Proceeding; *provided*, *however,* that indemnification against such Expenses (other than Expenses with respect to Disabling Conduct) shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged by a Court to be liable to the Company only if (and only to the extent that) the Court in which such Proceeding shall have been brought or is pending shall determine that, despite such adjudication of liability and in light of all circumstances, such indemnification may be made.

5. Mandatory Indemnification in Case of a Wholly or Partly Successful Defense. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by

reason of Indemnitee's Company Status, a party to or a participant in and is successful, on the merits or otherwise, in any Proceeding (including any Proceeding brought by or in the right of the Company), in whole or in part, the Company shall, to the fullest extent permitted by law, as such may be amended from time to time, indemnify Indemnitee with respect to, and hold Indemnitee harmless from and against, all Expenses (other than Expenses with respect to Disabling Conduct) actually and reasonably incurred by Indemnitee or on behalf of Indemnitee in connection therewith (which, for the avoidance of doubt, includes prosecuting or defending such suit to the fullest extent permitted by law). For purposes of this Section 5 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, on substantive or procedural grounds, shall be deemed to be a successful result as to such claim, issue or matter.

6. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement or otherwise to indemnification by the Company for some or a portion of the Expenses, liabilities, judgments, penalties, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such liabilities, judgments, penalties, fines and amounts paid in settlement) incurred by Indemnitee or on behalf of Indemnitee in connection with a Proceeding or any claim, issue or matter therein, in whole or in part, the Company shall, to the fullest extent permitted under the DGCL and any other applicable law, indemnify Indemnitee to the fullest extent to which Indemnitee is entitled to such indemnification, excluding, in all cases, indemnification with respect to Disabling Conduct.

7. Indemnification for Additional Expenses Incurred to Secure Recovery or as Witness.

(a) The Company shall, and shall cause each Enterprise, to the fullest extent permitted under the DGCL and any other applicable law, indemnify Indemnitee with respect to, and hold Indemnitee harmless from and against, any and all Expenses (other than Expenses with respect to Disabling Conduct) and, if requested by Indemnitee, shall advance on an as-incurred basis (as provided in Section 8 of this Agreement) such Expenses to Indemnitee, which are actually and reasonably incurred by Indemnitee in connection with any action or proceeding or part thereof brought by Indemnitee for (i) indemnification or advance payment of Expenses by the Company under this Agreement, any other agreement or the Company Organizational Documents; or (ii) recovery under any director and officer insurance policies maintained by the Company or other Enterprise.

(b) To the extent that Indemnitee is, by reason of Indemnitee's Company Status, a witness (or is forced or asked to respond to discovery requests) in any Proceeding to which Indemnitee is not a party, the Company shall, and shall cause each Enterprise, to the fullest extent permitted under the DGCL and any other applicable law, indemnify Indemnitee with respect to, and hold Indemnitee harmless from and against, and the Company will advance on an as-incurred basis (as provided in Section 8 of this Agreement), all Expenses (other than Expenses with respect to Disabling Conduct) actually and reasonably incurred by Indemnitee or on behalf of Indemnitee in connection therewith.

8. Advancement of Expenses. Notwithstanding any other provision of this Agreement (other than Section 13), the Company shall pay on a current and as-incurred basis, to the extent not prohibited by law, all Expenses actually and reasonably incurred by or on behalf of Indemnitee in connection with any Proceeding (or part of any Proceeding) not initiated by Indemnitee or any Proceeding initiated by Indemnitee with the prior approval of the Board of Directors as provided for in Section 13. Such Expenses shall be paid in advance of the final disposition of such Proceeding, without regard to whether Indemnitee will ultimately be entitled to be indemnified for such Expenses and without regard to whether an Adverse Determination (as hereinafter defined) has been or may be made, except as contemplated by the last sentence of Section 9(f). Upon submission of a request for advancement of Expenses pursuant to Section 9(c), Indemnitee shall be entitled to advancement of Expenses as provided in this Section 8, and such advancement of Expenses shall continue until such time (if any) as there is a final and non- appealable judgment by a Court that Indemnitee is not entitled to indemnification or that Indemnitee engaged in Disabling Conduct. Indemnitee shall repay such amounts advanced if and to the extent that it shall ultimately be determined in a final and non-appealable judgment by a Court that Indemnitee is not entitled to be indemnified by the Company for such Expenses or that Indemnitee engaged in Disabling Conduct. Such repayment obligation shall be unsecured and shall not bear interest. The Company shall not impose on Indemnitee additional conditions to advancement or require from Indemnitee additional undertakings regarding repayment.

9. Indemnification Procedures. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement.

(a) Notice of Proceeding. Indemnitee agrees to notify the Company promptly upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses hereunder. Any failure by Indemnitee to notify the Company will relieve the Company of its advancement or indemnification obligations under this Agreement only to the extent the Company can establish that such omission to notify resulted in actual prejudice to it, and the omission to notify the Company will, in any event, not relieve the Company from any liability which it may have to indemnify Indemnitee or advance Expenses to Indemnitee otherwise than under this Agreement. If, at the time of receipt of any such notice, the Company has director and officer insurance policies in effect, the Company will promptly notify the relevant insurers in accordance with the procedures and requirements of such policies.

(b) Defense; Settlement. The Company shall not, without the prior written consent of Indemnitee, which may be provided or withheld in Indemnitee's sole discretion, effect any settlement of any Proceeding against Indemnitee or which could have been brought against Indemnitee or which potentially or actually imposes any cost, liability, exposure or burden on Indemnitee unless such settlement solely involves the payment of money or performance of any obligation by Persons other than Indemnitee and includes an unconditional release of Indemnitee from all liability on any matters that are the subject of such Proceeding and an acknowledgment

that Indemnitee denies all wrongdoing in connection with such matters. The Company shall not be obligated to indemnify Indemnitee against amounts paid in settlement of a Proceeding against Indemnitee if such settlement is effected by Indemnitee without the Company's prior written consent, which consent shall not be unreasonably withheld.

(c) Request for Advancement; Request for Indemnification.

(i) To obtain advancement of Expenses under this Agreement, Indemnitee shall submit to the Company a written request therefor, together with such invoices or other supporting information as may be reasonably requested by the Company and reasonably available to Indemnitee, and, to the extent required by the DGCL and any other applicable law, an unsecured written undertaking to repay amounts advanced if it shall ultimately be determined in a final and non-appealable judgment by a Court that Indemnitee is not entitled to indemnification or that Indemnitee engaged in Disabling Conduct. The Company shall make advance payment of Expenses to Indemnitee no later than ten (10) days after receipt of the written request for advancement (and each subsequent request for advancement) by Indemnitee. If, at the time of receipt of any such written request for advancement of Expenses, the Company has director and officer insurance policies in effect, the Company will promptly notify the relevant insurers in accordance with the procedures and requirements of such policies.

(ii) To obtain indemnification under this Agreement, at any time after submission of a request for advancement pursuant to Section 9(c)(i), Indemnitee may submit a written request for indemnification hereunder. The time at which Indemnitee submits a written request for indemnification shall be determined by Indemnitee in Indemnitee's sole discretion. Once Indemnitee submits such a written request for indemnification (and only at such time that Indemnitee submits such a written request for indemnification), a Determination (as hereinafter defined) shall thereafter be made, as provided in and only to the extent required by Section 9(d). In no event shall a Determination be made, or required to be made, as a condition to or otherwise in connection with any advancement of Expenses pursuant to Section 8 and Section 9(c)(i). If, at the time of receipt of any such request for indemnification, the Company has director and officer insurance policies in effect, the Company will promptly notify the relevant insurers in accordance with the procedures and requirements of such policies.

(d) Determination. Any Determination shall be made within thirty (30) days after receipt of Indemnitee's written request for indemnification pursuant to Section 9(c)(ii) and such Determination shall be made, subject to Section 9(f), (x) by the Board of Directors by a majority vote of the Disinterested Directors (as hereinafter defined) even though less than a quorum of the Board of Directors, (y) by a majority vote of a committee consisting solely of one or more Disinterested Directors designated to act in the matter by a majority vote of the Disinterested Directors, even though less than a quorum of the Board of Directors, or (z) if there are no Disinterested Directors or, if such Disinterested Directors so direct, by independent counsel mutually agreed to by Indemnitee and the Disinterested Directors.

(i) If the Person empowered or selected under this Section 9 to make a Determination shall not have made such Determination within the thirty (30) day period set forth in this Section 9(d), the requisite Determination shall, to the fullest extent permitted by law, be

deemed to have been a Favorable Determination and Indemnitee shall be entitled to such indemnification absent (A) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (B) prohibition of such indemnification under applicable law; *provided*, *however,* that such thirty (30) day period may be extended for a reasonable time, not to exceed an additional fifteen (15) days, if the Person making such Determination in good faith requires such additional time to obtain or evaluate documentation or information relating thereto.

(e) If a Determination is made that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such Determination. Indemnitee shall reasonably cooperate with the Person or Persons making such Determination, including providing to such Persons upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such Determination. Any Expenses incurred by Indemnitee in so cooperating with the Disinterested Directors or independent counsel, as the case may be, making such determination shall be advanced and borne by the Company (irrespective of the Determination as to Indemnitee's entitlement to indemnification) and the Company is liable to indemnify and hold Indemnitee harmless therefrom.

(f) Consequences of Determination; Remedies of Indemnitee. The Company shall be bound by and shall have no right to challenge, and shall cause each Enterprise not to challenge, a Favorable Determination (as hereinafter defined). If an Adverse Determination is made, or if for any other reason the Company does not make timely indemnification payments or advances of Expenses, Indemnitee shall have the right to commence a Proceeding before a Court to challenge such Adverse Determination and/or to require the Company to make such payments or advances (and the Company shall have the right to defend its position in such Proceeding and to appeal any adverse judgment in such Proceeding). Indemnitee shall be entitled to be indemnified for all Expenses incurred in connection with such a Proceeding and to have such Expenses advanced by the Company in accordance with Section 8 and Indemnitee shall be entitled to an adjudication in a Court of Indemnitee's entitlement to such indemnification, contribution or advancement of Expenses. If Indemnitee fails to challenge an Adverse Determination, or if Indemnitee challenges an Adverse Determination and such Adverse Determination has been upheld by a final and non-appealable judgment of a Court, then, to the extent and only to the extent required by such Adverse Determination or final and non-appealable judgment, the Company shall not be obligated to indemnify or advance Expenses to Indemnitee under this Agreement.

(g) Presumptions; Burden and Standard of Proof. The parties intend and agree that, to the fullest extent permitted by law, in connection with any Determination with respect to Indemnitee's entitlement to indemnification hereunder by any Person, including a Court:

(i) it will be presumed that Indemnitee is entitled to indemnification under this Agreement, and the Entity or any other Person challenging such right will have the burden of proof to overcome that presumption in connection with the making by any Person of any determination contrary to that presumption;

(ii) the termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee engaged in Disabling Conduct or acted in a manner which Indemnitee did not reasonably believe to be in or not opposed to the best interests of the applicable Entity, and, with respect to any criminal action or proceeding, had reasonable cause to believe that Indemnitee's conduct was unlawful or that Indemnitee did not act in accordance with any other applicable standard of conduct imposed by contract, applicable law or otherwise;

(iii) Indemnitee will be deemed to have not engaged in Disabling Conduct if Indemnitee's action or omission is based on the records or books of account of the applicable Entity, including financial statements, or on information supplied to Indemnitee by the officers, employees, or committees of the board of directors or other governing body of the applicable Entity, or on the advice of legal counsel for the applicable Entity or on information or records given in reports made to the applicable Entity by an independent certified public accountant or by an appraiser or other expert or advisor selected by the applicable Entity; and (iv) the knowledge and/or actions, or failure to act, of any director, officer, manager, representative, agent or employee of any Entity or other relevant Enterprises will not be imputed to Indemnitee in a manner that limits or otherwise adversely affects Indemnitee's rights hereunder.

Whether or not the foregoing provisions of this Section 9(g) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. The provisions of this Section 9(g) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any Proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such Proceeding with or without payment of money or other consideration), it shall to the fullest extent permitted by law be presumed that Indemnitee has been successful on the merits or otherwise in such Proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

10. Insurance; Subrogation; Other Rights of Recovery, Etc.

(a) The Company shall use its reasonable best efforts to purchase and maintain a policy or policies of insurance with reputable insurance companies with A.M. Best ratings of "A" or better, providing Indemnitee with coverage for any liability asserted against, and incurred by, Indemnitee or on Indemnitee's behalf by reason of Indemnitee's Company Status, or arising out of Indemnitee's status as such, whether or not the Company would have the power to indemnify Indemnitee against such liability. In all such insurance policies, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee with the same rights and benefits

as are accorded to the most favorably insured of the Enterprises' directors and officers. If the Company has such insurance in effect at the time it receives from Indemnitee any notice of the commencement of an action, suit, proceeding or other claim, the Company shall give prompt notice of the commencement of such action, suit, proceeding or other claim to the insurers in accordance with the procedures set forth in the policy. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such action, suit, proceeding or other claim in accordance with the terms of such policy. The Company shall continue to provide such insurance coverage to Indemnitee for a period of at least six (6) years after Indemnitee ceases to serve as a Director or any other Company Status.

(b) Subject to Section 10(c), in the event of any payment by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee against any other Enterprise, and Indemnitee hereby agrees, as a condition to obtaining any advancement or indemnification from the Company, to assign to the Company all of Indemnitee's rights to obtain from such other Enterprise such amounts to the extent that they have been paid by the Company to or for the benefit of Indemnitee as advancement or indemnification under this Agreement and are adequate to indemnify Indemnitee with respect to the costs, Expenses or other items to the full extent that Indemnitee is entitled to indemnification or other payment hereunder; and Indemnitee will (upon request by the Company) execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit or enforce such rights.

(c) The Company shall not be liable to pay or advance to Indemnitee any amounts otherwise indemnifiable under this Agreement or under any other indemnification agreement if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise; *provided*, *however,* that the Company hereby agrees on behalf of itself and each other Entity, that the Entities are the indemnitors of first resort under this Agreement, under the Company Organizational Documents or the Enterprise Organizational Documents or under any other indemnification agreement, arrangement or undertaking or from any insurance policy for the benefit of such Indemnitee (other than any director and officer insurance policy for the benefit of such Indemnitee maintained or paid for by any Enterprise), to provide advancement or indemnification for all or any portion of the same Expenses, liabilities, judgments, penalties, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, liabilities, judgments, penalties, fines and amounts paid in settlement) incurred by Indemnitee and any rights of recovery of Indemnitee under any insurance policy for the benefit of such Indemnitee (other than any director and officer insurance policy for the benefit of such Indemnitee maintained or paid for by any Enterprise) are secondary.

(d) Subject to Section 10(c), the Company's obligation to indemnify or advance Expenses hereunder to Indemnitee in respect of or relating to Indemnitee's Company Status shall be reduced by any amount Indemnitee has actually received as payment of indemnification or advancement of Expenses from such other Enterprise, except to the extent that such

indemnification payments and advance payment of Expenses when taken together with any such amount actually received from other Enterprises or under director and officer insurance policies maintained by one or more Enterprises are inadequate to fully pay all costs, Expenses or other items to the full extent that Indemnitee is otherwise entitled to indemnification or other payment hereunder.

(e) Except for the rights set forth in Sections 10(c) and 10(d), the rights to indemnification and advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time, whenever conferred or arising, be entitled under applicable law, under the Company's Organizational Documents, Enterprise Organizational Documents or under any other agreement, resolution of directors (or similar governing body) of any Enterprise, or otherwise. Indemnitee's rights under this Agreement are present contractual rights that fully vest upon Indemnitee's first service as a director or an officer. The parties hereby agree that Sections 10(c) and 10(d) shall be deemed exclusive and shall be deemed to modify, amend and clarify any right to indemnification or advancement provided to Indemnitee under any other contract, agreement or document with any Enterprise relating to advancement or indemnification.

(f) No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in Indemnitee's Company Status prior to such amendment, alteration or repeal. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

11. Employment Rights; Successors; Third Party Beneficiaries.

(a) Nothing contained in this Agreement shall be construed as giving Indemnitee any right to be, or to be retained, in the employment of any of the Entities. This Agreement shall continue in force as provided above after Indemnitee has ceased to serve as a director or officer or in any other Company Status.

(b) This Agreement shall be binding upon each of the Company and its successors and assigns and shall inure to the benefit of Indemnitee and Indemnitee's heirs, executors and administrators.

12. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent

manifested thereby. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws.

13. Exceptions to Right of Indemnification or Advancement of Expenses. Notwithstanding any other provision of this Agreement and except as provided in Section 7(a) of this Agreement or as may otherwise be agreed by the Company, Indemnitee shall not be entitled to indemnification or advancement of Expenses under this Agreement with respect to any Proceeding initiated by Indemnitee (other than a Proceeding by Indemnitee (i) to enforce Indemnitee's rights under this Agreement or (ii) to enforce any other rights of Indemnitee to indemnification, advancement or contribution from the Company under any other contract, Company Organizational Document, Enterprise Organizational Document or under statute or other law), unless the initiation of such Proceeding or making of such claim shall have been (A) approved by the Board of Directors or the Company has joined in the Proceeding (or any part of the Proceeding) or (B) the Company provides such indemnification, advancement or contribution, in its sole discretion, pursuant to the powers vested in the Company under applicable law. In addition, notwithstanding any other provision of this Agreement to the contrary, to the extent that Indemnitee is a director or officer of any Enterprise, Indemnitee shall not be entitled to indemnification or advancement of Expenses under this Agreement with respect to any Proceeding if Indemnitee did not act in good faith and in a manner Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company and/or any such Enterprise.

14. Definitions. For purposes of this Agreement:

(a) "**Board of Directors**" means the board of directors of the Company.

(b) "**Beneficial Owner**", "**Beneficial Ownership**" and "**Beneficially Own**" shall have the meanings set forth in Rule 13d-3 promulgated under the Exchange Act as in effect on the date hereof; *provided, however,* that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(c) "**Company Status**" describes the status of a person by reason of such person's past, present or future service as a director, officer, employee or agent or in any capacity for any Enterprise.

(d) "**Court**" shall mean a court of competent jurisdiction.

(e) "**Determination**" means a determination that either (i) indemnification of Indemnitee is proper in the circumstances because Indemnitee met a particular standard of conduct (a "**Favorable Determination**") or (ii) indemnification of Indemnitee is not proper in the circumstances because Indemnitee failed to meet a particular standard of conduct (an "**Adverse Determination**"). An Adverse Determination shall include the decision that a Determination was required in connection with indemnification and the decision as to the applicable standard of conduct.

(f) "**Disabling Conduct**" means, with respect to Indemnitee, any act or omission held by a final and non-appealable judgment entered by a Court to have resulted from bad faith, fraud or willful or intentional misconduct or criminal wrongdoing.

(g) "**Disinterested Director**" means, with respect to any request by Indemnitee for indemnification hereunder, a Director who at the time of the vote is not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(h) "**Enterprise**" shall mean the Company and its current and future Subsidiaries and any other entity, constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger to which the Company (or any of its Subsidiaries) is a party, limited liability company, partnership, joint venture, trust, employee benefit plan, other enterprise or nonprofit entity of which Indemnitee is, was or will be in the future serving at the request of the Company as a director, officer, trustee, manager, venturer, proprietor, partner, member, employee, agent, fiduciary or similar functionary.

(i) "**Entity**" means the Company and any other Enterprise.

(j) "**Equity Interests**" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

(k) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(l) "**Expenses**" shall mean all reasonable direct and indirect costs, fees and expenses of any type or nature whatsoever and shall specifically include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees and costs of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness, in, or otherwise participating in, a Proceeding, including, but not limited to, the premium for appeal bonds, attachment bonds or similar bonds and all interest, assessments and other charges paid or payable in connection with or in respect of any such Expenses, and shall also specifically include all reasonable attorneys' fees, and all other expenses incurred by or on behalf of Indemnitee in connection with preparing and submitting any requests or statements for indemnification, advancement, contribution or any other right provided by this Agreement. For the avoidance of doubt, "Expenses" shall include reasonable attorneys' fees of attorneys reasonably acceptable to the Company and retained by the Indemnitee after the Indemnitee and the Company reasonably agree (or, if they disagree, an independent third party acceptable to each of them determines) that counsel selected by the Company has a conflict of interest that would prevent or limit him or her from representing the Indemnitee. "Expenses," however, shall not include amounts paid in settlement by Indemnitee or the amounts of judgments or fines against Indemnitee. "Expenses" shall include excise taxes pursuant to the Employee Retirement Income Security Act of 1974, as amended.

(m) "**Initial Public Offering**" means any underwritten initial public offering of Equity Interests by (i) the Company or an entity into which the Company has merged or converted or (ii) an affiliate of the Company or a Subsidiary of the Company which will be a successor to the Company, in either case pursuant to an effective registration statement under the Securities Act of 1933, as amended, or the consummation of a similar initial public offering pursuant to a comparable process under applicable foreign securities laws.

(n) "**Person**" means any individual, entity or group (within the meaning of Rule 13 d- 5 of the Exchange Act but excluding any employee benefit plan of such individual, entity or group and their respective Subsidiaries, and any individual, entity or group acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan).

(o) "**Proceeding**" includes any actual, threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened, pending or completed proceeding, whether brought by or in the right of any Entity or otherwise and whether civil, criminal, administrative or investigative in nature, in which Indemnitee was, is, may be or will be involved as a party, witness or otherwise, by reason of Indemnitee's Company Status or by reason of any action taken by Indemnitee or of any inaction on Indemnitee's part while acting as director or officer, as applicable, or serving any other Entity (in each case whether or not he is acting or serving in any such capacity or has such status at the time any liability or expense is incurred for which indemnification or advancement of Expenses can be provided under this Agreement).

(p) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(q) "**Subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company, joint venture or other legal entity of any kind of which such Person (either alone or through or together with one or more of its other Subsidiaries), owns, directly or indirectly, more than 50% of the capital stock, general partner interests, limited partner interests, managing member interests or other equity interests the holders of which are (a) generally entitled to vote for the election of the board of directors or other governing body of such legal entity or (b) generally entitled to share in the profits or capital of such legal entity.

15. Construction. Whenever required by the context, as used in this Agreement the singular number shall include the plural, the plural shall include the singular, and all words herein in any gender shall be deemed to include (as appropriate) the masculine, feminine and neuter genders. In addition, whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Unless expressly stated otherwise, references to a specific Section or Subsection shall refer, respectively, to Sections or Subsections of this Agreement.

16. Reliance. The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or an officer, as applicable, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or in any capacity for any other Enterprise.

17. Modification and Waiver. No amendment of this Agreement shall be valid or binding upon the parties, nor shall any waiver of any term of this Agreement be effective, unless

(i) such amendment or waiver is in writing and signed by the parties, and (ii) such amendment or waiver (other than a waiver by Indemnitee) is approved by the Board of Directors. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

18. Notice Mechanics. All notices provided for or permitted to be given pursuant to this Agreement must be in writing and shall be given or served by (a) depositing the same with a national overnight delivery service company that tracks deliveries, addressed to the party to be notified, with all charges paid and proof of receipt requested, (b) by delivering such notice in person to such party, or (c) by email. All notices given in accordance with this Agreement shall be effective upon delivery at the address of the addressee. All notices are to be sent to or made at the addresses set forth below:

If to Indemnitee, then to:

[●]

If to the Company, then to:

Talen Energy Corporation
Attention: General Counsel
1780 Hughes Landing Blvd., Suite 800
The Woodlands, TX 77380

or to such other address as may have been furnished (in the manner prescribed above) as follows: (i) in the case of a change in address for notices to Indemnitee, furnished by Indemnitee to the Company and (ii) in the case of a change in address for notices to the Company, furnished by the Company to Indemnitee.

19. Contribution.

(a) Whether or not the indemnification or advancement in respect thereof provided in Sections 1-8 are available, in respect of any threatened, pending or completed Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), to the fullest extent permitted by applicable law, the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such Proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not, without the Indemnitee's prior written consent, enter into any such settlement of any Proceeding (in whole or in part) unless such settlement (i) provides for a full and final release of all claims asserted against Indemnitee and (ii) does not impose any Expense, judgment, fine, penalty or limitation on Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), to the fullest extent permitted by applicable law, the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such Proceeding arose; *provided*, *however*, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which the law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such Proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) To the fullest extent permitted by applicable law, the Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permitted under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for reasonably incurred Expenses (other than amounts with respect to Disabling Conduct), in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding, and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

20. Governing Law; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE

APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

(b) EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

21. Dispute Resolution.

(a) The parties acknowledge that the expeditious and equitable settlement of disputes arising under this Agreement is to their mutual advantage. To that end, the parties agree to attempt to resolve differences of opinion and to settle all disputes through joint cooperation and consultation.

(b) The parties irrevocably and unconditionally (and without limitation) agree that any dispute, challenge or disagreement whatsoever between or among any of the parties hereto with respect to any dispute arising out of or relating to this Agreement (including any dispute relating to an alleged breach or interpretation of this Agreement) that the parties hereto are unable to settle through cooperation and consultation as set forth in Section 21(a), or in any action or proceeding arising out of or in connection with this Agreement, shall be brought only in the Court of Chancery of the State of Delaware (the "**Delaware Court**") and not in any other state or federal court in the United States and each party hereby irrevocably and unconditionally (and without limitation) agrees (i) to consent to submit to, and hereby submits to and accepts, for itself and in respect of its assets, generally and unconditionally, the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (ii) to waive, and does hereby agree not to plead or make, any claim or objection that it may have now or in the future that the Delaware Court lacks venue or that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum, (iii) that in any such action or proceeding it shall not raise, rely on or claim any immunity (including from suit, judgment, attachment before judgment or otherwise, execution or other enforcement); (iv) to waive any right of immunity that it has or its assets may have at any time; and (v) to consent, and does hereby consent, generally to the giving of any relief or the issue of any process in connection with any such action or proceeding including the making, enforcement or execution of any order or judgment against any of its property. In the event of any dispute arising out of or relating to this Agreement that is subject to judicial proceedings, the parties expressly covenant that they shall petition the Delaware Court for entry of a protective order that shall require the filing of all pleadings under seal and that shall maintain the maximum confidentiality applicable to such judicial proceedings and, in the event that such an order is not entered, shall take commercially reasonable not to publicize such proceedings.

22. Non-Disclosure of Payments. Except as expressly required by applicable law, neither party shall disclose any payments under this Agreement unless prior approval of the other party is obtained. If any payment information must be disclosed, the Company shall afford the Indemnitee an opportunity to review all such disclosures and, if requested, the Company shall

consider in good faith additional disclosures to explain in such statement any mitigating circumstances regarding the events to be reported.

23. Enforcement and Binding Effect.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve as a director or officer of the Company.

(b) Without limiting any of the rights of Indemnitee under the Company Certificate or Bylaws as they may be amended from time to time, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The indemnification and advancement of Expenses provided by, or granted pursuant to, this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise at the Company's request, and shall inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

(d) The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(e) The Company and Indemnitee agree herein that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult of proof, and further agree that such breach may cause Indemnitee irreparable harm. Accordingly, the parties hereto agree that Indemnitee may enforce this Agreement by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm and that by seeking injunctive relief and/or specific performance, Indemnitee shall not be precluded from seeking or obtaining any other relief to which Indemnitee may be entitled. The Company and Indemnitee further agree that Indemnitee shall be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertaking in connection therewith. The Company acknowledges that in the absence of a waiver, a bond or undertaking may be required of Indemnitee by the court, and the Company hereby waives any such requirement of such a bond or undertaking.

24. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

25. Counterparts. This Agreement may be executed in any number of counterparts (including a facsimile or digital/electronic transmission thereof) with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

[SIGNATURE PAGES FOLLOW.]

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

Company: **Talen Energy Corporation**

By: _____

Name:

Title:

SIGNATURE PAGE TO
INDEMNIFICATION AGREEMENT

Indemnitee

[●]

SIGNATURE PAGE TO
INDEMNIFICATION AGREEMENT

TALEN ENERGY CORPORATION

2023 EQUITY INCENTIVE PLAN

ARTICLE I
PURPOSE

The purpose of this Talen Energy Corporation 2023 Equity Incentive Plan is to enhance the profitability and value of the Company for the benefit of its stockholders by enabling the Company Entities to offer Eligible Individuals cash- and stock-based incentives to attract, retain, motivate, and reward such individuals and strengthen the mutuality of interests between such individuals and the Company's stockholders.

ARTICLE II
DEFINITIONS

For purposes of the Plan, the following terms shall have the following meanings:

"Affiliate" means any Person that, directly or indirectly, controls, is controlled by, or is under common control with, the Company. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any Person, means 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 or other securities, by contract or otherwise.

"Award" means any award under the Plan of any Stock Option, Restricted Stock, Restricted Stock Units, Performance Award, Other Stock-Based Award, or Other Cash-Based Award. All Awards shall be granted by, confirmed by, and subject to the terms of, a written Award Agreement approved by the Committee and executed by the Company and the Participant.

"Award Agreement" means the written or electronic agreement setting forth the terms and conditions applicable to an Award.

"Board" means the Board of Directors of the Company.

"Business Combination" means (a) a merger or consolidation involving the Company or its stock, or (b) an acquisition by the Company, directly or through one or more Subsidiaries, of another entity or its stock or assets; provided, however, no merger, consolidation or acquisition with or by an Affiliate of the Company shall qualify as a Business Combination.

"Cause" means, unless otherwise determined by the Committee in the applicable Award Agreement, with respect to a Participant's Termination of Employment or Termination of

Consultancy, the following: (a) if there is no employment, consulting, severance, change in control, or similar agreement in effect between a Company Entity and the Participant at the time of Termination (or if there is such an agreement but it does not define "cause" (or words of like import)), termination due to a Participant's: (i) commission of, indictment for, or plea of guilty or no contest to, a felony (or state law equivalent) or a crime involving dishonesty or moral turpitude or the commission of any other act involving willful malfeasance or breach of fiduciary duty with respect to any Company Entity; (ii) substantial and repeated failure to perform the Participant's duties or to follow any lawful directive from any Company Entity; (iii) conduct that brings or is reasonably likely to bring any Company Entity negative publicity or into public disgrace, embarrassment, or disrepute; (iv) fraud, theft, embezzlement, gross negligence or willful misconduct with respect to any Company Entity; (v) violation of any Company Entity's written policies or codes of conduct, including written policies related to discrimination, harassment, retaliation, performance of illegal or unethical activities, or ethical misconduct; or (vi) breach of any agreement with any Company Entity, including, without limitation, any non-competition, non-solicitation, no-hire, or confidentiality covenant between the Participant and any Company Entity; or (b) if there is an employment, consulting, severance, change in control, or similar agreement in effect between a Company Entity and the Participant at the time of Termination that defines "cause" (or words of like import), "cause" as defined under such agreement. With respect to a Participant's Termination of Directorship, "Cause" means an act or failure to act that constitutes cause for removal of a director under applicable Delaware law.

"Change in Control" has the meaning set forth in Section 10.2.

"Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time. Any reference to any section of the Code shall also be a reference to any successor provision and any Treasury Regulation and other official guidance and regulations promulgated thereunder.

"Committee" means the Compensation Committee of the Board or any properly delegated subcommittee thereof. If no Compensation Committee or subcommittee thereof exists, the term "Committee" shall be deemed to refer to the Board for all purposes under the Plan.

"Common Stock" means the shares of common stock, par value $0.001 per share, of the Company.

"Company" means Talen Energy Corporation, a Delaware corporation.

"Company Entities" means, collectively, the Company, its Subsidiaries and Affiliates.

"Consultant" means any natural person who is an advisor, consultant or other non-employee service provider to a Company Entity and who may be offered securities registrable pursuant to a registration statement on Form S-8 under the Securities Act.

"Disability" means, unless otherwise determined by the Committee in the applicable Award Agreement: (a) if there is an employment, consulting, severance, change in control, or similar agreement in effect between a Company Entity and the Participant at the time of Termination that defines "disability" (or words of like import), "disability" as defined under such

agreement or (b) if there is no employment, consulting, severance, change in control, or similar agreement in effect between a Company Entity and the Participant at the time of Termination (or if there is such an agreement but it does not define "disability" (or words of like import)), a condition entitling the Participant to receive benefits under a long-term disability plan of a Company Entity in which such Participant is eligible to participate, or, in the absence of such a plan, a permanent and total disability as defined in Section 22(e)(3) of the Code. In the absence of a plan, a Disability shall only be deemed to occur at the time of the determination by the Committee of the Disability. Notwithstanding the foregoing, for Awards that are subject to Section 409A of the Code, Disability shall mean that a Participant is disabled under Section 409A(a)(2)(C)(i) or (ii) of the Code.

"Effective Date" means the effective date of the Plan as defined in Article XIV.

"Eligible Employees" means each employee of a Company Entity. An employee on a leave of absence may be an Eligible Employee.

"Eligible Individual" means an Eligible Employee, Non-Employee Director, or Consultant who is designated by the Committee in its discretion as eligible to receive Awards subject to the conditions set forth herein.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto. Reference to a specific section of the Exchange Act or regulation thereunder shall include such section or regulation, any valid regulation or interpretation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such section or regulation.

"Fair Market Value" means, for purposes of the Plan, unless otherwise required by any applicable provision of the Code or any regulations issued thereunder, as of any date: (a) if the Common Stock is traded, listed, or otherwise reported or quoted on a national securities exchange, the closing sales price reported for a Share on the principal national securities exchange in the United States on which the Common Stock is then traded, listed, or otherwise reported or quoted on the applicable date (or, if there is no such sale on that date, then on the last preceding date on which a sale was reported); or (b) if the Common Stock is not traded, listed, or otherwise reported or quoted on a national securities exchange, the Committee shall determine in good faith the Fair Market Value in whatever manner it considers appropriate, taking into account the requirements of Section 409A of the Code and any other applicable laws, rules, or regulations. For purposes of the grant of any Award, the applicable date shall be the trading day immediately prior to the date on which the Award is granted. For purposes of the exercise of any Award, the applicable date shall be the date a notice of exercise is received by the Committee or, if not a date on which the applicable market is open, the next day that it is open. Notwithstanding the foregoing, with respect to any Award granted on the pricing date of any public offering of Common Stock, the Fair Market Value shall mean the price of a Share as set forth in the Company's final prospectus relating to such public offering filed with the Securities and Exchange Commission.

"Family Member" means "family member" as defined in Section A.1(a)(5) of the general instructions of Form S-8 of the United States Securities and Exchange Commission.

"Incentive Stock Option" means any Stock Option awarded to an Eligible Employee of a Company Entity under the Plan and that is intended to be, and is designated as, an "Incentive Stock Option" within the meaning of Section 422 of the Code.

"Incumbent Director" means a director of the Company (a) who was a director of the Company on the Effective Date or (b) who becomes a director after such date and whose election, or nomination for election by the Company's shareholders, was approved by a vote of a majority of the Incumbent Directors at the time of such election or nomination.

"Lead Underwriter" has the meaning set forth in Section 13.20.

"Lock-Up Period" has the meaning set forth in Section 13.20.

"Major Asset Disposition" means the sale or other disposition in one transaction or a series of related transactions of all or substantially all of the assets of the Company and its subsidiaries on a consolidated basis; provided, however, no sale or disposition with or to an Affiliate of the Company shall qualify as a Major Asset Disposition.

"Non-Employee Director" means a member of the Board who is not an employee of any Company Entity.

"Nonqualified Stock Option" means any Stock Option awarded under the Plan that is not intended to qualify as an Incentive Stock Option.

"Other Cash-Based Award" means an Award granted pursuant to Section 9.3 of the Plan and payable and/or denominated in cash at such time or times and subject to such terms and conditions as determined by the Committee in its sole discretion.

"Other Stock-Based Award" means an Award under Article IX of the Plan that is valued in whole or in part by reference to, or is payable in or otherwise based on or denominated in, Shares at such time or times and subject to such terms and conditions as determined by the Committee in its sole discretion.

"Parent Corporation" means, in connection with a Business Combination, the Company if its stock is not acquired or converted in the Business Combination and otherwise means the entity that as a result of such Business Combination owns the Company or all or substantially all the Company's assets either directly or through one or more Subsidiaries.

"Participant" means an Eligible Individual who has been selected by the Committee to participate in the Plan and to whom an Award has been granted pursuant to the Plan.

"Performance Award" means an Award granted to a Participant pursuant to Article VIII of the Plan contingent upon achieving certain performance goals.

"Performance Period" means the designated period during which the performance goals must be satisfied with respect to the Award to which the performance goals relate.

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

"Plan" means this Talen Energy Corporation 2023 Equity Incentive Plan, as amended from time to time.

"Proceeding" has the meaning set forth in Section 13.10.

"Qualifying Director" means a person who is (a) a member of the Board, (b) a "non-employee director" within the meaning of Rule 16b-3 under the Exchange Act, and (c) "independent" under the listing standards or rules of the securities exchange upon which the Common Stock is traded, but only to the extent such independence is required to take the action at issue pursuant to such standards or rules.

"Reorganization" has the meaning set forth in Section 4.2(b)(ii).

"Restricted Stock" means an Award of Shares under the Plan that is subject to restrictions under Article VII of the Plan.

"Restricted Stock Units" means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Committee to be of equal value as of such settlement date, subject to certain vesting conditions and other restrictions.

"Restriction Period" has the meaning set forth in Section 7.3(a).

"Rule 16b-3" means Rule 16b-3 under Section 16(b) of the Exchange Act as then in effect or any successor provision.

"Section 409A of the Code" means the nonqualified deferred compensation rules under Section 409A of the Code and any applicable Treasury Regulations and other official guidance thereunder.

"Securities Act" means the Securities Act of 1933, as amended and all rules and regulations promulgated thereunder. Reference to a specific section of the Securities Act or regulation thereunder shall include such section or regulation, any valid regulation or interpretation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such section or regulation.

"Share Reserve" has the meaning set forth in Section 4.1(a).

"Shares" means shares of Common Stock.

"Stock Appreciation Right" or "SAR" means an Other Stock-Based Award that is designated as a stock appreciation right, pursuant to the terms and conditions of the Award Agreement under which such Award is granted.

"Stock Option" or "Option" means any option to purchase Shares granted to Eligible Individuals granted pursuant to Article VI of the Plan.

"Subsidiary" means any "subsidiary corporation" of the Company within the meaning of Section 424(f) of the Code.

"Substitute Awards" has the meaning set forth in Section 4.1(b).

"Ten Percent Stockholder" means a Person owning stock possessing more than 10% of the total combined voting power of all classes of stock of any Company Entity.

"Termination" means a Termination of Consultancy, Termination of Directorship, or Termination of Employment, as applicable.

"Termination of Consultancy" means: (a) that the Consultant is no longer acting as a consultant to a Company Entity; or (b) when an entity (other than the Company) that is retaining a Participant as a Consultant ceases to be a Company Entity, unless the Participant otherwise is, or thereupon becomes, a Consultant to another Company Entity at the time the entity ceases to be a Company Entity. Notwithstanding the foregoing, the Committee may otherwise define Termination of Consultancy in the Award Agreement or, if no rights of a Participant related to any Awards held by such Participant are reduced, may otherwise define Termination of Consultancy thereafter; provided that any such change to the definition of the term Termination of Consultancy does not subject the applicable Award to Section 409A of the Code.

"Termination of Directorship" means that the Non-Employee Director has ceased to be a director of the Company.

"Termination of Employment" means (a) a termination of employment (for reasons other than a military or personal leave of absence granted by the Company) of a Participant from all Company Entities; or (b) when an entity (other than the Company) that is employing a Participant ceases to be a Company Entity, unless the Participant otherwise is, or thereupon becomes, employed by another Company Entity at the time the entity ceases to be a Company Entity. Notwithstanding the foregoing, the Committee may otherwise define Termination of Employment in the Award Agreement or, if no rights of a Participant related to any Awards held by such Participant are reduced, may otherwise define Termination of Employment thereafter; provided that any such change to the definition of the term Termination of Employment does not subject the applicable Award to Section 409A of the Code.

"Transfer" means: (a) when used as a noun, any direct or indirect transfer, sale, assignment, pledge, hypothecation, encumbrance, or other disposition (including the issuance of equity in any entity), whether for value or no value and whether voluntary or involuntary (including by operation of law), and (b) when used as a verb, to directly or indirectly transfer,

sell, assign, pledge, encumber, charge, hypothecate, or otherwise dispose of (including the issuance of equity in any entity) whether for value or for no value and whether voluntarily or involuntarily (including by operation of law). The terms "Transferred" and "Transferable" have correlative meanings.

"Voting Stock" means, with respect to the Company or any other entity, outstanding voting securities of such entitled to vote generally in the election of members of the board of directors or other governing body of such entity; and any specified percentage or portion of the outstanding Voting Stock (or of other voting stock) is determined based on the combined voting power of such securities.

ARTICLE III
ADMINISTRATION

3.1 Committee. The Plan shall be administered and interpreted by the Committee. To the extent required to comply with the provisions of Rule 16b-3 (if the Board is not acting as the Committee under the Plan), it is intended that each member of the Committee shall, at the time such member takes any action with respect to an Award under the Plan that is intended to qualify for the exemptions provided by Rule 16b-3, be a Qualifying Director. If it is later determined that one or more members of the Committee do not so qualify, actions taken by the Committee prior to such determination shall be valid for all other purposes under the Plan despite such failure to qualify.

3.2 Grants of Awards. The Committee shall have full authority to grant, pursuant to the terms of the Plan and applicable law, to Eligible Individuals: (i) Stock Options; (ii) Restricted Stock; (iii) Restricted Stock Units; (iv) Performance Awards; (v) Other Stock-Based Awards; and (vi) Other Cash-Based Awards. In particular, subject to the provisions of the Plan and applicable law , the Committee shall have the authority to:

(a) select the Eligible Individuals to whom Awards may from time to time be granted hereunder;

(b) determine whether and to what extent Awards, or any combination thereof, are to be granted hereunder to one or more Eligible Individuals;

(c) determine the number of Shares to be covered by each Award granted hereunder;

(d) determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder (including, but not limited to, the exercise or purchase price (if any), any restriction or limitation, any vesting schedule or acceleration thereof, or any forfeiture restrictions or waiver thereof, regarding any Award and the Shares relating thereto, based on such factors, if any, as the Committee shall determine, in its sole discretion);

(e) provide for the accelerated vesting or lapse of restrictions of any Award at any time;

(f) determine the amount of cash (if any) to be covered by each Award granted hereunder;

(g) determine whether and under what circumstances a Stock Option may be settled in cash, Shares, and/or Restricted Stock under Section 6.4(d);

(h) determine whether a Stock Option is an Incentive Stock Option or Nonqualified Stock Option;

(i) impose a "blackout" period during which Options and/or SARs may not be exercised;

(j) determine whether and under what circumstances an Award may be settled in cash, Shares, other property, or a combination of the foregoing;

(k) modify, waive, amend, or adjust the terms and conditions of any Award, at any time or from time to time, which will include the ability to modify, extend, or renew an Award, subject to Article XI and Section 6.4(l); provided, however, that such action does not subject the Award to Section 409A of the Code without the consent of the Participant;

(l) determine whether, to what extent and under what circumstances cash, shares, or other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the Participant; and

(m) determine whether to require a Participant, as a condition of the granting of any Award, to not sell or otherwise dispose of Shares acquired pursuant to the exercise of an Award for a period of time as determined by the Committee, in its sole discretion, following the date of the acquisition of such Award.

(n) Except to the extent prohibited by applicable law or the applicable rules and regulations of any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or traded, the Committee may allocate all or any portion of its responsibilities and powers to any one or more of its members and may delegate all or any part of its responsibilities and powers to any person or persons selected by it. Any such allocation or delegation may be revoked by the Committee at any time. Without limiting the generality of the foregoing, the Committee may delegate to one or more officers of any member of the Company Entities, the authority to act on behalf of the Committee with respect to any matter, right, obligation, or election that is the responsibility of, or that is allocated to, the Committee herein, and that may be so delegated as a matter of law, except for grants of Awards to Non-Employee Directors. Notwithstanding the foregoing in this Section 3.2, it is intended that any action under the Plan intended to qualify for an exemption provided by Rule 16b-3 related to persons who are subject to Section 16 of the Exchange Act will be taken only by the Board or by a committee or subcommittee of two or more Qualifying Directors. However, the fact that any member of such committee or subcommittee shall fail to qualify as a Qualifying Director shall not invalidate any action that is otherwise valid under the Plan.

3.3 Guidelines. Subject to Article XI, the Committee shall have the authority to adopt, alter, and repeal such administrative rules, guidelines, and practices governing the Plan and perform all acts, including the delegation of its responsibilities (to the extent permitted by applicable law and applicable stock exchange rules), as it shall, from time to time, deem advisable; to construe and interpret the terms and provisions of the Plan and any Award issued under the Plan (and any Award Agreements or sub-plans relating thereto), and to otherwise supervise the administration of the Plan. The Committee may correct any defect, supply any omission, or reconcile any inconsistency in the Plan or in any Award Agreement in the manner and to the extent it shall deem necessary to effectuate the purpose and intent of the Plan. The Committee may adopt special guidelines and provisions for persons who are residing in or employed in, or subject to, the taxes of, any domestic or foreign jurisdictions to comply with applicable tax and securities laws of such domestic or foreign jurisdictions. In taking actions under this Section 3.3, the Committee shall act in good faith. To the extent applicable, the Plan is intended to comply with the applicable requirements of Rule 16b-3 and the Plan shall be limited, construed, and interpreted in a manner so as to comply therewith.

3.4 Decisions Final. Any decision, interpretation, or other action made or taken in good faith by or at the direction of the Company, the Board, or the Committee (or any of its members) arising out of or in connection with the Plan shall be within the absolute discretion of all and each of them, as the case may be, and shall be final, binding, and conclusive on all Persons, including all employees and Participants and their respective heirs, executors, administrators, successors, and assigns.

3.5 Designation of Consultants/Liability.

(a) The Committee may designate employees of the Company and professional advisors to assist the Committee in the administration of the Plan and (to the extent permitted by applicable law and applicable exchange rules) may grant authority to officers to execute agreements or other documents on behalf of the Committee.

(b) The Committee may employ such legal counsel, consultants, and agents as it may deem desirable for the administration of the Plan and may rely upon any opinion received from any such counsel or consultant and any computation received from any such consultant or agent. Expenses incurred by the Committee or the Board in the engagement of any such counsel, consultant, or agent shall be paid by the Company. The Committee, its members, and any person designated or granted authority pursuant to Section 3.5(a) shall not be liable for any action or determination made in good faith with respect to the Plan. To the maximum extent permitted by applicable law, no officer or employee of the Company or its Affiliates or member or former member of the Committee or of the Board shall be liable for any action or determination made in good faith with respect to the Plan or any Award granted under it.

3.6 Indemnification. To the maximum extent permitted by applicable law and to the extent not covered by insurance directly insuring such person, each current and former officer or employee of any Company Entity and member or former member of the Committee or the Board shall be indemnified and held harmless by the Company against any cost or expense (including reasonable fees of counsel acceptable to the Committee) or liability (including any sum paid in

settlement of a claim with the approval of the Committee), and advanced amounts necessary to pay the foregoing at the earliest time and to the fullest extent permitted, arising out of any act or omission to act in connection with the administration of this Plan, except to the extent arising out of such officer's, employee's, member's, or former member's own fraud or bad faith. Such indemnification shall be in addition to any right of indemnification that the current or former employee, officer or member may have under applicable law, under the by-laws of any Company Entity or otherwise. Notwithstanding anything else herein, this indemnification will not apply to the actions or determinations made by an individual with regard to Awards granted to such individual under this Plan.

ARTICLE IV
SHARE LIMITATION

4.1 Shares.

(a) The aggregate number of Shares that may be issued or used for reference purposes or with respect to which Awards may be granted under the Plan shall not exceed 7,083,461 shares (subject to any increase or decrease pursuant to Section 4.2) (the "Share Reserve"), which may be either authorized and unissued Shares or Shares held in or acquired for the treasury of the Company or both. The maximum number of Shares with respect to which Incentive Stock Options may be granted under the Plan shall be equal to the Share Reserve. If any Award granted under the Plan expires, terminates, or is canceled for any reason without having been exercised in full, the number of Shares underlying any unexercised Award shall again be available for the purpose of Awards under the Plan. If any Shares subject to an Award under the Plan to a Participant are forfeited for any reason, the number of forfeited Shares shall again be available for purposes of Awards under the Plan. Any Award under the Plan settled in cash shall not be counted against the foregoing maximum share limitations. Shares withheld by the Company in satisfaction of the applicable exercise price or withholding taxes upon the issuance, vesting, or settlement of Awards, in each case, shall again be available for future issuance under the Plan. In each calendar year during any part of which this Plan is in effect, a Non-Employee Director may not receive Awards for such individual's service on the Board that, taken together with any cash fees paid to such Non-Employee Director during such calendar year for such individual's service on the Board, have a value in excess of $750,000 (calculating the value of any such Awards based on the grant date fair value of such Awards for financial reporting purposes); *provided*, that (a) the Committee may make exceptions to this limit, except that the Non-Employee Director receiving such additional compensation may not participate in the decision to award such compensation or in other contemporaneous decisions involving compensation for Non-Employee Directors and (b) for any calendar year in which a Non-Employee Director (i) first commences service on the Board, (ii) serves on a special committee of the Board, or (iii) serves as lead director or non-executive chair of the Board, such limit shall be increased to $1,500,000; *provided, further*, that the limit set forth in this Section 4.1 shall be applied without regard to Awards or other compensation, if any, provided to a Non-Employee Director in respect of any period in which such individual was an employee of the Company or any Affiliate or was otherwise providing services to the Company or to any Affiliate other than in the capacity as a Non-Employee Director.

(b) Awards may, in the sole discretion of the Committee, be granted under the Plan in assumption of, or in substitution for, outstanding awards previously granted by an entity directly or indirectly acquired by the Company or with which the Company combines ("Substitute Awards"). Substitute Awards shall not be counted against the Share Reserve; provided that Substitute Awards issued in connection with the assumption of, or in substitution for, outstanding Options intended to qualify as Incentive Stock Options shall be counted against the aggregate number of shares available for Incentive Stock Options awarded under the Plan. Subject to applicable stock exchange requirements, available shares under a stockholder approved plan of an entity directly or indirectly acquired by the Company or with which the Company combines (as appropriately adjusted to reflect the acquisition or combination transaction) may be used for Awards under the Plan and shall not reduce the number of shares available for issuance under the Plan.

4.2 Changes.

(a) The existence of the Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize (i) any adjustment, recapitalization, reorganization, or other change in the Company's capital structure or its business, (ii) any merger or consolidation of the Company or any Affiliate, (iii) any issuance of bonds, debentures, preferred or prior preference stock ahead of or affecting the Shares, (iv) the dissolution or liquidation of the Company or any Affiliate, (v) any sale or transfer of all or part of the assets or business of the Company or any Affiliate, or (vi) any other corporate act or proceeding.

(b) Subject to the provisions of Section 10.1:

(i) If the Company at any time subdivides (by any split, recapitalization, or otherwise) the outstanding Shares into a greater number of Shares, or combines (by reverse split, combination, or otherwise) its outstanding Shares into a lesser number of Shares, then the respective exercise prices for outstanding Awards that provide for a Participant-elected exercise, the number of Shares covered by outstanding Awards, the aggregate number or kind of securities that thereafter may be issued under the Plan, and the other limits contained in Section 4.1, in each case, shall be appropriately adjusted by the Committee to prevent dilution or enlargement of the rights granted to, or available for, Participants under the Plan.

(ii) Excepting transactions covered by Section4.2(b)(i), if the Company effects any merger, consolidation, statutory exchange, spin-off, reorganization, sale or transfer of all or substantially all the Company's assets or business, or other corporate transaction or event in such a manner that the Company's outstanding Shares are converted into the right to receive (or the holders of Common Stock are entitled to receive in exchange therefor), either immediately or upon liquidation of the Company, securities or other property of the Company or other entity (each, a "Reorganization"), then, subject to the provisions of Section 10.1, (A) the aggregate number or kind of securities that thereafter may be issued under the Plan and the other limits contained in Section 4.1, (B) the number or kind of securities or other property (including cash) to be issued pursuant to Awards granted under the Plan (including as a result of the

assumption of the Plan and the obligations hereunder by a successor entity, as applicable), and/or (C) the purchase price of any Award, shall be appropriately adjusted by the Committee to prevent dilution or enlargement of the rights granted to, or available for, Participants under the Plan.

(iii) If there shall occur any change in the capital structure of the Company other than those covered by Section 4.2(b)(i) or 4.2(b)(ii), including by reason of any extraordinary dividend (whether cash or equity), any conversion, any adjustment, any issuance of any class of securities convertible or exercisable into, or exercisable for, any class of equity securities of the Company that affects the Common Stock, then the Committee shall adjust any Award and make such other equitable or proportional adjustments to the Plan to prevent dilution or enlargement of the rights granted to, or available for, Participants under the Plan.

(iv) The Committee may adjust the performance goals applicable to any Awards to reflect any unusual or non-recurring events and other extraordinary items, impact of charges for restructurings, discontinued operations, and the cumulative effects of accounting or tax changes, each as defined by generally accepted accounting principles or as identified in the Company's financial statements, notes to the financial statements, management's discussion and analysis, or other Company public filing.

(v) Any such adjustment determined by the Committee pursuant to this Section 4.2(b) shall be final, binding, and conclusive on all Persons including all employees and Participants and their respective heirs, executors, administrators, successors, and permitted assigns. Any adjustment to, or assumption or substitution of, an Award under this Section 4.2(b) shall be intended to comply with the requirements of Section 409A of the Code and Treasury Regulations § 1.424-1 (and any amendments thereto), to the extent applicable. Except as expressly provided in this Section 4.2 or in the applicable Award Agreement, a Participant shall have no additional rights under the Plan by reason of any transaction or event described in this Section 4.2.

(vi) Fractional Shares resulting from any adjustment in Awards pursuant to Section 4.2(a) or this Section 4.2(b) shall be aggregated until, and eliminated at, the time of exercise or payment by rounding-down. No cash settlements shall be required with respect to fractional shares eliminated by rounding. Notice of any adjustment shall be given by the Committee to each Participant whose Award has been adjusted and such adjustment (whether or not such notice is given) shall be effective and binding for all purposes of the Plan.

ARTICLE V
ELIGIBILITY

5.1 General Eligibility. All current and prospective Eligible Individuals are eligible to be granted Awards. Eligibility for the grant of Awards and actual participation in the Plan shall be determined by the Committee in its sole discretion. The Committee shall have full discretion to treat different Participants under the Plan differently in any circumstance.

5.2 Incentive Stock Options. Notwithstanding the foregoing, only Eligible Employees of a Company Entity are eligible to be granted Incentive Stock Options under the Plan. Eligibility for the grant of an Incentive Stock Option and actual participation in the Plan shall be determined by the Committee in its sole discretion.

5.3 General Requirement. The grant of Awards to a prospective Eligible Individual is conditioned upon such individual actually becoming an Eligible Employee, Consultant, or Non-Employee Director, respectively.

ARTICLE VI
STOCK OPTIONS

6.1 Options. Stock Options may be granted alone or in addition to other Awards granted under the Plan. Each Stock Option granted under the Plan shall be of one of two types: (a) an Incentive Stock Option or (b) a Nonqualified Stock Option.

6.2 Grants. The Committee shall have the authority to grant to any Eligible Employee one or more Incentive Stock Options, Nonqualified Stock Options, or both types of Stock Options, in each case, pursuant to an Award Agreement. The Committee shall have the authority to grant any Consultant or Non-Employee Director one or more Nonqualified Stock Options. To the extent that any Stock Option does not qualify as an Incentive Stock Option (whether because of its provisions or the time or manner of its exercise or otherwise), such Stock Option or the portion thereof that does not so qualify shall constitute a separate Nonqualified Stock Option. If required by the Award Agreement, an Eligible Individual selected to receive Stock Options shall not have any right with respect to such Award, unless and until such Eligible Individual has delivered a fully executed copy of the Award Agreement evidencing the Award to the Company, to the extent required by the Committee, and has otherwise complied with the applicable terms and conditions of such Award.

6.3 Incentive Stock Options. Notwithstanding anything in the Plan to the contrary, no term of the Plan relating to Incentive Stock Options shall be interpreted, amended, or altered, nor shall any discretion or authority granted under the Plan be so exercised, so as to disqualify the Plan under Section 422 of the Code, or, without the consent of the Participants affected, to disqualify any Incentive Stock Option under such Section 422.

6.4 Terms of Options. Options granted under the Plan shall be subject to the following terms and conditions and shall be in such form and contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable, including those set forth in an Award Agreement:

(a) Exercise Price. The exercise price per Share subject to a Stock Option shall be determined by the Committee at the time of grant; provided that the per share exercise price of a Stock Option shall not be less than 100% (or, in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, 110%) of the Fair Market Value of a Share on the date of grant

(b) Stock Option Term. The term of each Stock Option shall be fixed by the Committee; provided that no Stock Option shall be exercisable more than 10 years after the date the Option is granted; and provided, further, that the term of an Incentive Stock Option granted to a Ten Percent Stockholder shall not exceed five years.

(c) Exercisability. Stock Options granted under the Plan shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee at the time of grant. If the Committee provides, in its discretion, that any Stock Option is exercisable subject to certain limitations (including that such Stock Option is exercisable only in installments or within certain time periods), the Committee may waive such limitations on the exercisability at any time at or after the time of grant in whole or in part (including waiver of the installment exercise provisions or acceleration of the time at which such Stock Option may be exercised), based on such factors, if any, as the Committee shall determine, in its sole discretion.

(d) Method of Exercise. Subject to whatever installment exercise and waiting period provisions apply under Section 6.4(c), to the extent vested, Stock Options may be exercised in whole or in part at any time during the Option term, by giving written notice of exercise to the Company (or to its agent specifically designated for such purpose) specifying the number of Shares to be purchased (which notice may be provided in an electronic form to the extent acceptable to the Committee and the Company). Such notice shall be accompanied by payment in full of the purchase price (which shall equal the product of such number of Shares to be purchased multiplied by the applicable exercise price) as follows, as determined by the Committee in the Award Agreement or otherwise: (i) in cash or by check, bank draft, or money order payable to the order of the Company; (ii) solely to the extent permitted by applicable law, if the Common Stock is traded on a national securities exchange, and the Committee authorizes, through a procedure whereby the Participant delivers irrevocable instructions to a broker reasonably acceptable to the Committee to deliver promptly to the Company Shares with an aggregate value equal to the purchase price; (iii) by having the Company withhold Shares issuable upon exercise of the Stock Option; or (iv) on such other terms and conditions as may be acceptable to the Committee (including with the consent of the Committee, by payment in full or in part in the form of Shares owned by the Participant, based on the Fair Market Value of the Shares on the payment date as determined by the Committee). No Shares shall be issued until payment therefor, as provided herein, has been made or provided for and the Participant has paid to the Company an amount equal to any Federal, state, local, and non-U.S. income, employment, and any other applicable taxes required to be withheld or otherwise made arrangements for the satisfaction of such taxes in a manner permitted under the terms of the Plan or any Award Agreement.

(e) Non-Transferability of Options. No Stock Option shall be Transferable by the Participant other than by will or by the laws of descent and distribution, and all Stock Options shall be exercisable, during the Participant's lifetime, only by the Participant. Notwithstanding the foregoing, the Committee may determine, in its sole discretion, at the time of grant or thereafter that a Nonqualified Stock Option that is otherwise not Transferable pursuant to this Section 6.4(e) is Transferable to a Family Member in whole or in part and in

such circumstances, and under such conditions, as specified by the Committee. A Nonqualified Stock Option that is Transferred to a Family Member pursuant to the preceding sentence (i) may not be subsequently Transferred other than by will or by the laws of descent and distribution; (ii) remains subject to the terms of the Plan and the applicable Award Agreement; and (iii) may be exercised by such Family Member. Any Shares acquired upon the exercise of a Nonqualified Stock Option by a permissible transferee of a Nonqualified Stock Option or a permissible transferee pursuant to a Transfer after the exercise of the Nonqualified Stock Option shall be subject to the terms of the Plan and the applicable Award Agreement.

(f) Termination by Death or Disability. Unless otherwise determined by the Committee in the applicable Award Agreement or otherwise in accordance with the terms of the applicable Award Agreement and the Plan, if a Participant's Termination is by reason of death or Disability, all Stock Options that are held by such Participant that are vested and exercisable at the time of the Participant's Termination may be exercised by the Participant (or in the case of the Participant's death, by the legal representative of the Participant's estate) at any time within a period of one year from the date of such Termination, but in no event beyond the expiration of the stated term of such Stock Options; provided, however, that, in the event of a Participant's Termination by reason of Disability, if the Participant dies within such exercise period, all vested and unexercised Stock Options held by such Participant shall thereafter be exercisable, to the extent to which they were exercisable at the time of death, for a period of one year from the date of such death, but in no event beyond the expiration of the stated term of such Stock Options.

(g) Involuntary Termination without Cause. Unless otherwise determined by the Committee in the applicable Award Agreement or otherwise in accordance with the terms of the applicable Award Agreement and the Plan, if a Participant's Termination is by a Company Entity without Cause (other than due to death or Disability), all Stock Options that are held by such Participant that are vested and exercisable at the time of the Participant's Termination may be exercised by the Participant at any time within a period of 90 days from the date of such Termination, but in no event beyond the expiration of the stated term of such Stock Options.

(h) Voluntary Resignation. Unless otherwise determined by the Committee in the applicable Award Agreement or otherwise in accordance with the terms of the applicable Award Agreement and the Plan, if a Participant's Termination is voluntary, all Stock Options that are held by such Participant that are vested and exercisable at the time of the Participant's Termination may be exercised by the Participant at any time within a period of 30 days from the date of such Termination, but in no event beyond the expiration of the stated term of such Stock Options.

(i) Termination for Cause. Unless otherwise determined by the Committee in the applicable Award Agreement or otherwise in accordance with the terms of the applicable Award Agreement and the Plan, if a Participant's Termination is by a Company Entity for Cause, all Stock Options, whether vested or not vested, that are held by such Participant shall thereupon terminate and expire as of the date of such Termination.

(j) Unvested Stock Options. Unless otherwise determined by the Committee in the applicable Award Agreement or otherwise in accordance with the terms of the applicable

Award Agreement and the Plan, Stock Options that are not vested or exercisable as of the date of a Participant's Termination for any reason shall terminate and expire as of the date of such Termination.

(k) Incentive Stock Option Limitations. To the extent that the aggregate Fair Market Value (determined as of the time of grant) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by an Eligible Employee during any calendar year under the Plan and/or any other stock option plan of any Company Entity exceeds $100,000, such Options shall be treated as Nonqualified Stock Options. In addition, if an Eligible Employee does not remain employed by a Company Entity at all times from the time an Incentive Stock Option is granted until three months prior to the date of exercise thereof (or such other period as required by applicable law), such Stock Option shall be treated as a Nonqualified Stock Option. Should any provision of the Plan not be necessary for the Stock Options to qualify as Incentive Stock Options, or should any additional provisions be required, the Committee may amend the Plan accordingly, without the necessity of obtaining the approval of the stockholders of the Company to the extent permissible under Section 422 of the Code and any applicable exchange rules.

(l) Form, Modification, Extension, and Renewal of Stock Options. Subject to the terms and conditions and within the limitations of the Plan, including those set forth in the following sentence, Stock Options shall be evidenced by such form of agreement or grant as is approved by the Committee, and the Committee may (i) modify, extend, or renew outstanding Stock Options granted under the Plan (provided that the rights of a Participant are not reduced without such Participant's consent; and provided, further, that such action does not subject the Stock Options to Section 409A of the Code without the consent of the Participant) and (ii) accept the surrender of outstanding Stock Options (to the extent not theretofore exercised) and authorize the granting of new Stock Options or other Awards in substitution therefor (to the extent not theretofore exercised). Notwithstanding the foregoing, to the extent required by applicable exchange rules and except in connection with a corporate transaction involving the Company in accordance with Section 4.2 (including any stock dividend, stock split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, or exchange of shares), an outstanding Stock Option may not be modified to reduce the exercise price thereof nor may a new Stock Option at a lower price be substituted for a surrendered Stock Option, unless such action is approved by the stockholders of the Company.

(m) Early Exercise. The Committee may provide that a Stock Option include a provision whereby the Participant may elect at any time before the Participant's Termination to exercise the Stock Option as to any part or all of the Shares subject to the Stock Option prior to the full vesting of the Stock Option, and such shares shall be subject to the provisions of Article VII and be treated as Restricted Stock, which will remain subject to the original vesting schedule applicable to the predecessor Stock Option. Unvested Shares so purchased may be subject to a repurchase option in favor of the Company or to any other restriction the Committee determines to be appropriate.

(n) Other Terms and Conditions. The Committee may include a provision in an Award Agreement providing for the automatic exercise of a Nonqualified Stock Option on a cashless basis on the last day of the term of such Option if the Participant has failed to exercise the Nonqualified Stock Option as of such date, with respect to which the Fair Market Value of the Shares underlying the Nonqualified Stock Option exceeds the exercise price of such Nonqualified Stock Option on the date of expiration of such Option, subject to Section 13.4. Stock Options may contain such other provisions, which shall not be inconsistent with any of the terms of the Plan, as the Committee shall deem appropriate. The recipient of a Stock Option under this Article VI shall not be entitled to receive, currently or on a deferred basis, dividends or dividend equivalents in respect of the number of Shares covered by the Stock Option. The Company will evidence each Participant's ownership of Shares issued upon exercise of a Stock Option pursuant to a designated system, such as book entries by the transfer agent; if a stock certificate for such Shares is issued, it will be substantially in the form set forth in Section 7.2(a)(iii).

ARTICLE VII
RESTRICTED STOCK; RESTRICTED STOCK UNITS

7.1 Awards of Restricted Stock and Restricted Stock Units. Shares of Restricted Stock and Restricted Stock Units may be granted either alone or in addition to other Awards granted under the Plan. The Committee shall determine the Eligible Individuals, to whom, and the time or times at which, grants of Restricted Stock and/or Restricted Stock Units shall be made, the number of shares of Restricted Stock or Restricted Stock Units to be awarded, the price (if any) to be paid by the Participant (subject to Section 7.2), the time or times within which such Awards may be subject to forfeiture, the vesting schedule and rights to acceleration thereof, and all other terms and conditions of the Awards. The Committee may condition the grant or vesting of Restricted Stock and Restricted Stock Units upon the attainment of specified performance targets (including, one or more performance goals) or such other factor(s) as the Committee may determine, in its sole discretion.

7.2 Awards and Certificates. If required by the Award Agreement, Eligible Individuals selected to receive Restricted Stock and/or Restricted Stock Units shall not have any right with respect to such Award, unless and until such Participant has delivered a fully executed copy of the Award Agreement evidencing the Award to the Company, to the extent required by the Committee, and has otherwise complied with the applicable terms and conditions of such Award. Further, such Award shall be subject to the following conditions:

(a) Restricted Stock:

(i) Purchase Price. The purchase price of Restricted Stock shall be fixed by the Committee. The purchase price for shares of Restricted Stock may be zero to the extent permitted by applicable law, and, to the extent not so permitted, such purchase price may not be less than par value.

(ii) Acceptance. Awards of Restricted Stock must be accepted within a period of 60 days (or such shorter period as the Committee may specify at grant) after the grant

date, by executing an Award Agreement and by paying whatever price (if any) the Committee has designated thereunder.

(iii) Legend. The Company will evidence each Participant's ownership of Restricted Stock pursuant to a designated system, such as book entries by the transfer agent. If a stock certificate for such shares of Restricted Stock is issued, such certificate shall be registered in the name of such Participant, and shall, in addition to such legends required by applicable securities laws, bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form:

> "The anticipation, alienation, attachment, sale, transfer, assignment, pledge, encumbrance, or charge of the shares of stock represented hereby are subject to the terms and conditions (including forfeiture) of the Talen Energy Corporation (the "Company") 2023 Equity Incentive Plan (as it may be amended, the "Plan") and an Agreement entered into between the registered owner and the Company dated _____. Copies of such Plan and Agreement are on file at the principal office of the Company."

(iv) Custody. If stock certificates are issued in respect of shares of Restricted Stock, the Committee may require that any stock certificates evidencing such shares be held in custody by the Company until the restrictions thereon shall have lapsed, and that, as a condition of any grant of Restricted Stock, the Participant shall have delivered a duly signed stock power or other instruments of assignment (including a power of attorney), each endorsed in blank with a guarantee of signature if deemed necessary or appropriate by the Company, which would permit transfer to the Company of all or a portion of the shares of Restricted Stock in the event that such Award is forfeited in whole or part or otherwise transferred to the Company.

(v) Rights as a Stockholder. Except as provided in Section 7.3(a) and this Section 7.2(a) or as otherwise determined by the Committee in an Award Agreement, the Participant shall have, with respect to the shares of Restricted Stock, all of the rights of a holder of Shares of the Company, including the right to receive dividends (the payment of which may be deferred (without interest) until, and conditioned upon, the expiration of the applicable Restriction Period, as determined in the Committee's sole discretion), the right to vote such shares, and, subject to and conditioned upon the full vesting of shares of Restricted Stock, the right to tender such shares.

(vi) Lapse of Restrictions. If and when the Restriction Period expires without a prior forfeiture of the shares of Restricted Stock, such earned shares (and to the extent ownership of such shares is evidenced by stock certificates, the stock certificates for such shares) shall be delivered to the Participant. All legends shall be removed from said certificates at the time of delivery to the Participant, except as otherwise required by applicable law or other limitations imposed by the Committee.

(b) Restricted Stock Units:

(i) Settlement. The Committee may provide that settlement of Restricted Stock Units will occur upon or as soon as reasonably practical after the Restricted Stock Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, in a manner intended to comply with Section 409A of the Code.

(ii) Right as a Stockholder. A Participant will have no rights of a stockholder with respect to Shares subject to any Restricted Stock Unit unless and until Shares are delivered in settlement of the Restricted Stock Units.

(c) Dividend Equivalents. If the Committee so provides, a grant of Restricted Stock Units may provide a Participant with the right to receive dividend equivalents. Dividend equivalents may be paid currently or credited to an account for the Participant, settled in cash or Shares, and may be subject to the same restrictions on transferability and forfeitability as the Restricted Stock Units with respect to which the dividend equivalents are granted and subject to other terms and conditions as set forth in the Award Agreement.

7.3 Restrictions and Conditions. The shares of Restricted Stock and Restricted Stock Units awarded pursuant to the Plan shall be subject to the following restrictions and conditions and such other terms and conditions as may be determined by the Committee in its sole discretion:

(a) Restriction Period. The Participant shall not be permitted to Transfer shares of Restricted Stock awarded under the Plan or vest in Restricted Stock Units during the period or periods set by the Committee (the "Restriction Period") commencing on the date of such Award, as set forth in the Award Agreement and such agreement shall set forth a vesting schedule and any event that would accelerate vesting of the shares of Restricted Stock and/or Restricted Stock Units. Within these limits, based on service, attainment of one or more performance goals, and/or such other factors or criteria as the Committee may determine in its sole discretion, the Committee may condition the grant or provide for the lapse of such restrictions in installments in whole or in part, or may accelerate the vesting of all or any part of any Award of Restricted Stock or Restricted Stock Unit and/or waive the deferral limitations for all or any part of any Award.

(b) Termination. Subject to the applicable provisions of the Award Agreement and the Plan, upon a Participant's Termination for any reason during the relevant Restriction Period, all Restricted Stock or Restricted Stock Units still subject to restriction will vest or be forfeited in accordance with the Award Agreement.

ARTICLE VIII
PERFORMANCE AWARDS

8.1 Performance Awards. The Committee may designate an Award (including any Restricted Stock, Restricted Stock Unit and any Other Stock-Based Award) at grant as a Performance Award payable upon the attainment of specific performance goals. If the

Performance Award is payable in shares of Restricted Stock, such shares shall be transferable to the Participant only upon attainment of the relevant performance goal in accordance with Article VII. If the Performance Award is denominated in cash, it may be paid upon the attainment of the relevant performance goals either in cash, Shares, and/or in shares of Restricted Stock (based on the then current Fair Market Value of such shares), as determined by the Committee, in its sole and absolute discretion. Each Performance Award shall be evidenced by an Award Agreement in such form that is not inconsistent with the Plan and that the Committee may from time to time approve. If required by the Award Agreement, an Eligible Individual selected to receive Performance Awards shall not have any right with respect to such Award, unless and until such Eligible Individual has delivered a fully executed copy of the Award Agreement evidencing the Award to the Company, to the extent required by the Committee, and has otherwise complied with the applicable terms and conditions of such Award.

8.2 Terms and Conditions. Performance Awards awarded pursuant to this Article VIII shall be subject to the following terms and conditions and such other terms and conditions as may be determined by the Committee in its sole discretion:

(a) Earning of Performance Award. At the expiration of the applicable Performance Period, the Committee shall determine the extent to which the performance goals are achieved and the percentage of each Performance Award that has been earned and certify such results in writing.

(b) Non-Transferability. Subject to the applicable provisions of the Award Agreement and the Plan, Performance Awards may not be Transferred during the Performance Period.

(c) Dividends. To the extent determined by the Committee, Participants shall be entitled to receive an amount equal to the dividends paid on the number of Shares covered by the Performance Award; provided that the Committee may, in its sole discretion, provide for either of the following at the time of grant: (i) dividends or dividend equivalents will be paid as accrued but will be subject to the same vesting terms and conditions as the underlying Performance Award; or (ii) payment of dividends or dividend equivalents shall be deferred until, and conditioned upon, settlement of the underlying Performance Award.

(d) Payment. Following the Committee's determination in accordance with Section 8.2(a), the Company shall settle Performance Awards, in such form (including in Shares, Restricted Stock, Restricted Stock Unit and/or in cash) as determined by the Committee, in an amount equal to such Participant's earned Performance Awards. Notwithstanding the foregoing, the Committee may, in its sole discretion, award an amount more or less than the earned Performance Awards and/or subject the payment of all or part of any Performance Award to additional vesting, forfeiture, and deferral conditions as it deems appropriate.

(e) Termination. Subject to the applicable provisions of the Award Agreement and the Plan, upon a Participant's Termination for any reason during the Performance Period for a given Performance Award, the Performance Award in question will vest or be forfeited in accordance with the Award Agreement.

ARTICLE IX
OTHER STOCK-BASED AND CASH-BASED AWARDS

9.1 Other Stock-Based Awards. The Committee is authorized to grant to Eligible Individuals Other Stock-Based Awards that are payable in, valued in whole or in part by reference to, or otherwise based on or related to Shares, including, but not limited to, Shares awarded purely as a bonus and not subject to restrictions or conditions, Shares in payment of the amounts due under an incentive or performance plan sponsored or maintained by the Company or an Affiliate, stock equivalent units, SARs, and Awards valued by reference to book value of Shares. Other Stock-Based Awards may be granted either alone or in addition to or in tandem with other Awards granted under the Plan. Subject to the provisions of the Plan, the Committee shall have authority to determine the Eligible Individuals, to whom, and the time or times at which, such Awards shall be made, the number of Shares to be awarded pursuant to such Awards, and all other conditions of the Awards. If required by the Award Agreement, an Eligible Individual selected to receive Other Stock-Based Awards shall not have any right with respect to such Award, unless and until such Eligible Individual has delivered a fully executed copy of the Award Agreement evidencing the Award to the Company, to the extent required by the Committee, and has otherwise complied with the applicable terms and conditions of such Award.

9.2 Terms and Conditions. Other Stock-Based Awards made pursuant to this Article IX shall be subject to the following terms and conditions and such other terms and conditions as may be determined by the Committee in its sole discretion:

(a) Non-Transferability. Subject to the applicable provisions of the Award Agreement and the Plan, Shares subject to Awards made under this Article IX may not be Transferred prior to the date on which the Shares are issued, or, if later, the date on which any applicable restriction, performance or deferral period lapses.

(b) Dividends. To the extent determined by the Committee, Participants may be entitled to receive an amount equal to the dividends paid on the number of Shares covered by Awards made under this Article IX; provided that the Committee may, in its sole discretion, provide for either of the following at the time of grant: (i) dividends or dividend equivalents will be paid as accrued but will be subject to the same vesting terms and conditions as the underlying Award; or (ii) payment of dividends or dividend equivalents shall be deferred until, and conditioned upon, settlement of the underlying Award.

(c) Vesting. Any Award under this Article IX and any Shares covered by any such Award shall vest or be forfeited to the extent so provided in the Award Agreement, as determined by the Committee, in its sole discretion.

(d) Price. Shares issued on a bonus basis under this Article IX may be issued for no cash consideration. Shares purchased pursuant to a purchase right awarded under this Article IX shall be priced, as determined by the Committee in its sole discretion.

(e) Other Terms. Any Award under this Article IX shall be subject any additional terms and conditions set forth in the applicable Award Agreement.

9.3 Other Cash-Based Awards. The Committee may from time to time grant Other Cash-Based Awards to Eligible Individuals in such amounts, on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as may be required by applicable law, as it shall determine in its sole discretion. Other Cash-Based Awards may be granted subject to the satisfaction of vesting conditions or may be awarded purely as a bonus and not subject to restrictions or conditions, and if subject to vesting conditions, the Committee may accelerate the vesting of such Awards at any time in its sole discretion. The grant of an Other Cash-Based Award shall not require a segregation of any of the Company's assets for satisfaction of the Company's payment obligation thereunder.

ARTICLE X
CHANGE IN CONTROL PROVISIONS

10.1 Benefits. In the event of a Change in Control of the Company (as defined below), and except as otherwise provided by the Committee in an Award Agreement or otherwise, a Participant's unvested Awards shall not vest automatically and a Participant's Awards may be treated in accordance with one or more of the following methods as determined by the Committee in its sole discretion:

(a) Awards, whether or not then vested, shall be continued, assumed, or have new rights substituted therefor, as determined by the Committee in a manner consistent with the requirements of Section 409A of the Code, and restrictions to which shares of Restricted Stock or any other Award granted prior to the Change in Control are subject shall not lapse upon a Change in Control. Notwithstanding anything to the contrary herein, for purposes of Incentive Stock Options, any assumed or substituted Stock Option shall comply with the requirements of Treasury Regulation Section 1.424-1 (and any amendment thereto).

(b) The Committee may accelerate the exercisability of, lapse of restrictions on, Awards or provide for a period of time for exercise prior to the occurrence of such event.

(c) Any one or more outstanding Awards may be cancelled and the Committee may cause to be paid to the holders thereof, in cash, Shares, other securities or other property, or any combination thereof, the value of such Awards, if any, as determined by the Committee (which if applicable shall be based upon the price per Share received or to be received by other stockholders of the Company in such event), including in the case of an outstanding Stock Option or SAR, a cash payment in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the Shares subject to such Stock Option or SAR over the aggregate exercise price of such Stock Option or SAR, respectively (it being understood that, in such event, any Stock Option or SAR having a per share exercise price equal to, or in excess of, the Fair Market Value of a Share subject thereto may be cancelled and terminated without any payment or consideration therefor).

(d) The Committee may, in its sole discretion, terminate all outstanding and unexercised Stock Options or any Other Stock-Based Award that provides for a Participant elected exercise, effective as of the date of the Change in Control, by delivering notice of termination to each Participant at least 20 days prior to the date of consummation of the Change

in Control, in which case during the period from the date on which such notice of termination is delivered to the consummation of the Change in Control, each such Participant shall have the right to exercise in full all of such Participant's Awards that are then outstanding (without regard to any limitations on exercisability otherwise contained in the Award Agreements), but any such exercise shall be contingent on the occurrence of the Change in Control, and, provided that, if the Change in Control does not take place within a specified period after giving such notice for any reason whatsoever, the notice and exercise pursuant thereto shall be null and void.

(e) The Committee may, in its sole discretion, make any other determination as to the treatment of Awards in connection with such Change in Control as the Committee may determine. Any escrow, holdback, earnout, or similar provisions in the definitive agreement(s) relating to such transaction may apply to any payment to the holders of Awards to the same extent and in the same manner as such provisions apply to the holders of Common Stock.

10.2 Change in Control. Unless otherwise determined by the Committee in the applicable Award Agreement or other written agreement with a Participant approved by the Committee, a "Change in Control" shall be deemed to have occurred upon the occurrence of any of the following:

(a) any Person, other than an ERISA-regulated pension plan established by the Company or any of its Affiliates, makes an acquisition of outstanding Voting Stock and is, immediately thereafter, the beneficial owner of 50% or more of the then outstanding Voting Stock;

(b) individuals who are Incumbent Directors cease for any reason to constitute a majority of the members of the Board;

(c) consummation of a Business Combination unless, immediately following such Business Combination, (i) all or substantially all of the individuals and entities that were the beneficial owners (within the meaning of Rule 13d-3 under the Exchange Act) of the Voting Stock of the Company outstanding immediately before such Business Combination beneficially own, directly or indirectly, at least 50% of the then outstanding shares of Voting Stock of the Parent Corporation resulting from such Business Combination in substantially the same relative proportions as their ownership, immediately before such Business Combination, of the shares of Voting Stock of the Company outstanding, (ii) if the Business Combination involves the issuance or payment by the Company of consideration to another entity or its shareholders, the total fair market value of such consideration plus the principal amount of the consolidated long-term debt of the entity or business being acquired (in each case, determined as of the date of consummation of such Business Combination by a majority of the Incumbent Directors) does not exceed 50% of the sum of the fair market value of the shares of Voting Stock of the Company outstanding plus the principal amount of the Company's consolidated long-term debt (in each case, determined immediately before such consummation by a majority of the Incumbent Directors), (iii) no Person (other than any corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of the then outstanding shares of Voting Stock of the Parent Corporation resulting from such Business Combination, and (iv) a majority of the members of the board of directors of the Parent Corporation resulting from such Business

Combination were Incumbent Directors of the Company immediately before consummation of such Business Combination; or

(d) consummation of a Major Asset Disposition unless, immediately following such Major Asset Disposition, (i) individuals and entities that were beneficial owners of the Voting Stock of the Company outstanding immediately before such Major Asset Disposition beneficially own, directly or indirectly, at least 50% of the then outstanding shares of Voting Stock of the Company (if it continues to exist) and of the entity that acquires the largest portion of such assets (or the entity, if any, that owns a majority of the outstanding shares of Voting Stock of such acquiring entity) and (ii) a majority of the members of the Board (if it continues to exist) and of the entity that acquires the largest portion of such assets (or the entity, if any, that owns a majority of the outstanding voting stock of such acquiring entity) were Incumbent Directors of the Company immediately before consummation of such Major Asset Disposition.

For the avoidance of doubt, neither a bankruptcy or liquidation (or similar transaction) of the Company nor an initial public offering of the Company's equity shall constitute a Change in Control. Notwithstanding the foregoing provisions of this "Change in Control" definition, if an event that constitutes a Change in Control for purposes of this Plan does not also constitute a "change in control event" (within the meaning of Section 409A of the Code), any payments in respect of Awards that constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code that would be payable upon a Change in Control shall be made on the first date such payments may be made in compliance with Section 409A of the Code.

ARTICLE XI
TERMINATION OR AMENDMENT OF PLAN

Notwithstanding any other provision of the Plan, the Board may at any time, and from time to time, amend, in whole or in part, any or all of the provisions of the Plan (including any amendment deemed necessary to ensure that the Company may comply with any regulatory requirement referred to in Article XIII or Section 409A of the Code), or suspend or terminate it entirely, retroactively or otherwise, and the Committee may amend the Plan to the extent such amendment is (a) ministerial or administrative in nature and does not result in a material change to the cost of the Plan or (b) required by law; provided that, in all cases, (i) no such amendment, suspension, or termination by the Board or the Committee will occur without stockholder approval if such approval is necessary to comply with any tax or regulatory requirement applicable to the Plan and (ii) unless otherwise required by law or specifically provided herein, the rights of a Participant, with respect to all Awards granted prior to any amendment (whether by the Board or the Committee), suspension, or termination, may not be impaired in any way without the express written consent of such Participant. Notwithstanding anything herein to the contrary, the Board may amend the Plan or any Award Agreement at any time without a Participant's consent only to comply with applicable law, including Section 409A of the Code. The Committee may amend the terms of any Award theretofore granted, prospectively or retroactively, but, subject to Article IV and except as otherwise specifically provided herein, no

such amendment or other action by the Committee shall impair in any way the rights of any holder without the holder's express written consent.

ARTICLE XII
UNFUNDED STATUS OF PLAN

The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payment as to which a Participant has a fixed and vested interest but which is not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any right that is greater than those of a general unsecured creditor of the Company.

ARTICLE XIII
GENERAL PROVISIONS

13.1 Legend. The Committee may require each person receiving Shares pursuant to a Stock Option or other Award under the Plan to represent to and agree with the Company in writing that the Participant is acquiring the shares without a view to distribution thereof. In addition to any legend required by the Plan, the certificates for such shares (if any) may include any legend that the Committee deems appropriate to reflect any restrictions on Transfer. All certificates for Shares (to the extent such shares are certificated) delivered under the Plan shall be subject to such stop-transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Common Stock is then listed, or any national securities exchange system or over-the-counter market upon whose system the Common Stock is then quoted, any applicable federal or state securities law, and any applicable corporate law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

13.2 Other Plans. Nothing contained in the Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to stockholder approval if such approval is required, and such arrangements may be either generally applicable or applicable only in specific cases.

13.3 No Right to Employment, Directorship, or Consultancy. Neither the Plan nor the grant of any Option or other Award hereunder shall give any Participant or other employee, Consultant, or Non-Employee Director any right with respect to continuance of employment, consultancy, or directorship by the Company or any of its Affiliates, nor shall the Plan nor the grant of any Option or other Award hereunder limit in any way the right of the Company or any of its Affiliates by which an employee is employed or a Consultant or Non-Employee Director is retained to terminate such employment, consultancy, or directorship at any time.

13.4 Withholding of Taxes. A Participant shall be required to pay to the Company or one of its Affiliates, as applicable, or make arrangements satisfactory to the Company regarding the payment of, any income tax, social insurance contribution or other applicable taxes that are required to be withheld in respect of an Award. The Committee may (but is not obligated to), in

its sole discretion, permit or require a Participant to satisfy all or any portion of the applicable taxes that are required to be withheld with respect to an Award by (a) the delivery of Shares (which are not subject to any pledge or other security interest) having an aggregate Fair Market Value equal to such withholding liability (or portion thereof); (b) having the Company withhold from the Shares otherwise issuable or deliverable to, or that would otherwise be retained by, the Participant upon the grant, exercise, vesting, or settlement of the Award, as applicable, a number of Shares with an aggregate Fair Market Value equal to the amount of such withholding liability; or (c) by any other means specified in the applicable Award Agreement or otherwise determined by the Committee.

13.5 No Assignment of Benefits. No Award or other benefit payable under the Plan shall, except as otherwise specifically provided by law or permitted by the Committee, be Transferable in any manner, and any attempt to Transfer any such benefit shall be void, and any such benefit shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person who shall be entitled to such benefit, nor shall it be subject to attachment or legal process for or against such person.

13.6 Fractional Shares. No fractional Shares shall be issued or delivered pursuant to the Plan. The Committee shall determine whether cash, additional Awards, or other securities or property shall be used or paid in lieu of fractional Shares or whether any fractional shares should be rounded, forfeited, or otherwise eliminated.

13.7 Listing and Other Conditions.

(a) Unless otherwise determined by the Committee, as long as the Common Stock is listed on a national securities exchange, system sponsored by a national securities association, or recognized over-the-counter market, the issuance of Shares pursuant to an Award shall be conditioned upon such Shares being listed on such exchange, system, or market. The Company shall have no obligation to issue such Shares unless and until such Shares are so listed, and the right to exercise any Option or other Award with respect to such Shares shall be suspended until such listing has been effected.

(b) If at any time any sale or delivery of Shares pursuant to an Option or other Award is or may in the circumstances be determined to be unlawful or result in the imposition of excise taxes on the Company under the statutes, rules, or regulations of any applicable jurisdiction, the Company shall have no obligation to make such sale or delivery, or to make any application or to effect or to maintain any qualification or registration under the Securities Act or otherwise, with respect to Shares or Awards, and the right to exercise any Option or other Award shall be suspended until, it is determined that such sale or delivery shall be lawful or will not result in the imposition of excise taxes on the Company.

(c) Upon termination of any period of suspension under this Section 13.7, any Award affected by such suspension that shall not then have expired or terminated shall be reinstated as to all shares available before such suspension and as to shares that would otherwise have become available during the period of such suspension, but no such suspension shall extend the term of any Award.

(d) A Participant shall be required to supply the Company with certificates, representations, and information that the Company requests and otherwise cooperate with the Company in obtaining any listing, registration, qualification, exemption, consent, or approval the Company deems necessary or appropriate.

13.8 Other Requirements. Notwithstanding anything herein to the contrary, as a condition to the receipt of Shares pursuant to an Award under the Plan, to the extent required by the Committee, the Participant shall execute and deliver documentation that shall set forth certain restrictions on transferability of the Shares acquired upon exercise or purchase, and such other terms as the Committee shall from time to time establish. Without limited the foregoing, the Committee may condition a Participant's right to receive Shares pursuant to any Award on the execution of a joinder or similar documentation reflecting agreement to the terms of any stockholders' agreement that may be in place from time to time.

13.9 Governing Law. The Plan and actions taken in connection herewith shall be governed and construed in accordance with the laws of the State of Delaware (without regard to principles of conflicts of laws).

13.10 Jurisdiction; Waiver of Jury Trial. Any suit, action, or proceeding with respect to the Plan or any Award Agreement, or any judgment entered by any court of competent jurisdiction in respect of any thereof, shall be resolved only in the courts of the State of Delaware or the United States District Court for the Delaware Court of Chancery and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, the Company and each Participant shall irrevocably and unconditionally (a) submit in any proceeding relating to the Plan or any Award Agreement, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), to the exclusive jurisdiction of the courts of the State of Delaware, the court of the United States of America for the Delaware Court of Chancery, and appellate courts having jurisdiction of appeals from any of the foregoing, and agree that tax claims in respect of any such Proceeding shall be heard and determined in such Delaware court or, to the extent permitted by law, in such federal court, (b) consent that any such Proceeding may and shall be brought in such courts and waives any objection that the Company and each Participant may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agree not to plead or claim the same, (c) waives all right to trial by jury in any Proceeding (whether based on contract, tort, or otherwise) arising out of or relating to the Plan or any Award Agreement, (d) agree that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party, in the case of a Participant, at the Participant's address shown in the books and records of the Company, or, in the case of the Company, at the Company's principal offices, attention General Counsel, and (e) agrees that nothing in the Plan shall affect the right to effect service of process in any other manner permitted by the laws of the State of Delaware.

13.11 Construction. Wherever any words are used in the Plan or an Award Agreement in the masculine gender they shall be construed as though they were also used in the feminine

gender in all cases where they would so apply, and wherever words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply. Unless otherwise expressly provided herein, the words "include," "includes," and "including" do not limit the preceding words or terms and shall be deemed to be followed by the words "without limitation." Where specific language is used to clarify by example a general statement contained herein (such as by using the words "such as"), such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates.

13.12 Other Benefits. No Award granted or paid out under the Plan shall be deemed compensation for purposes of computing benefits under any retirement plan of the Company or its Affiliates nor affect any benefit or compensation under any other plan now or subsequently in effect under which the availability or amount of benefits is related to the level of compensation.

13.13 Costs. The Company shall bear all expenses associated with administering the Plan, including expenses of issuing Shares pursuant to Awards hereunder.

13.14 No Right to Same Benefits. The provisions of Awards need not be the same with respect to each Participant, and such Awards to individual Participants need not be the same in subsequent years.

13.15 Death/Disability. The Committee may in its discretion require the transferee of a Participant to supply it with written notice of the Participant's death or Disability and to supply it with a copy of the will (in the case of the Participant's death) or such other evidence as the Committee deems necessary to establish the validity of the transfer of an Award. The Committee may also require the agreement of the transferee to be bound by all of the terms and conditions of the Plan and the applicable Award Agreement.

13.16 Section 16(b) of the Exchange Act. All elections and transactions under the Plan by persons subject to Section 16 of the Exchange Act involving Common Stock are intended to comply with any applicable exemptive condition under Rule 16b-3. The Committee may establish and adopt written administrative guidelines, designed to facilitate compliance with Section 16(b) of the Exchange Act, as it may deem necessary or proper for the administration and operation of the Plan and the transaction of business thereunder.

13.17 Section 409A of the Code. The Plan and Awards are intended to comply with, or be exempt from, the applicable requirements of Section 409A of the Code and shall be limited, construed, and interpreted in accordance with such intent. To the extent that any Award is subject to Section 409A of the Code, it shall be paid in a manner that will comply with or be exempt from Section 409A of the Code, including proposed, temporary, or final regulations or any other guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. Notwithstanding anything herein to the contrary, any provision in the Plan that is inconsistent with Section 409A of the Code shall be deemed to be amended to comply with or be exempt from Section 409A of the Code and to the extent such provision cannot be amended to comply therewith or be exempt therefrom, such provision shall be null and void. The Company shall have no liability to a Participant, or any other Person, if an Award that is intended to be

exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee or the Company and, in the event that any amount or benefit under the Plan becomes subject to penalties under Section 409A of the Code, responsibility for payment of such penalties shall rest solely with the affected Participants and not with the Company. Notwithstanding any contrary provision in the Plan or Award Agreement, any payment(s) of "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) that are otherwise required to be made under the Plan to a "specified employee" (as defined under Section 409A of the Code) as a result of such employee's separation from service (other than a payment that is not subject to Section 409A of the Code) shall be delayed for the first six months following such separation from service (or, if earlier, the date of death of the specified employee) and shall instead be paid (in a manner set forth in the Award Agreement) upon expiration of such delay period. Furthermore, notwithstanding any contrary provision of the Plan or Award Agreement, any payment of "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) under this Plan that may be made in installment shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

13.18 **Successors and Assigns**. The Plan and any applicable Award Agreement(s) shall be binding on all successors and permitted assigns of a Participant, including the estate of such Participant and the executor, administrator or trustee of such estate.

13.19 **Severability of Provisions**. If any provision of the Plan or any Award Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan and/or Award Agreement shall be construed and enforced as if such provisions had not been included.

13.20 **Lock-Up Agreement**. As a condition to the grant of an Award, if requested by the Company and the lead underwriter of any public offering of Common Stock (the "Lead Underwriter"), a Participant shall irrevocably agree not to sell, contract to sell, grant any option to purchase, transfer the economic risk of ownership in, make any short sale of, pledge, or otherwise transfer or dispose of, any interest in any Shares or any securities convertible into, derivative of, or exchangeable or exercisable for, or any other rights to purchase or acquire Shares (except Shares included in such public offering or acquired on the public market after such offering) during such period of time following the effective date of a registration statement of the Company filed under the Securities Act that the Lead Underwriter shall specify (the "Lock-Up Period"). The Participant shall further agree to sign such documents as may be requested by the Lead Underwriter to effect the foregoing and agree that the Company may impose stop-transfer instructions with respect to Shares acquired pursuant to an Award until the end of such Lock-Up Period.

13.21 **Headings and Captions**. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

13.22 **Company Recoupment of Awards**. Notwithstanding anything herein to the contrary, a Participant's rights with respect to any Award hereunder shall in all events be subject to (a) any right that the Company may have under any Company recoupment policy or other agreement or arrangement with a Participant, or (b) any right or obligation that the Company may have regarding the clawback of "incentive-based compensation" under Section 10D of the Exchange Act and any applicable rules and regulations promulgated thereunder from time to time by the Securities and Exchange Commission.

13.23 **Data Protection**. By participating in the Plan or accepting any rights granted under it, each Participant consents to the collection and processing of personal data relating to the Participant so that any Company Entity can fulfill its obligations and exercise its rights under the Plan and generally administer and manage the Plan. This data will include, but may not be limited to, data about participation in the Plan and shares offered or received, purchased, or sold under the Plan from time to time and other appropriate financial and other data (such as the date on which the Awards were granted) about the Participant and the Participant's participation in the Plan.

13.24 **International Participants**. With respect to Participants who reside or work outside of the United States of America, the Committee may, in its sole discretion, amend the terms of the Plan and create or amend sub-plans or amend outstanding Awards with respect to such Participants to conform such terms with the requirements of local law or to obtain more favorable tax or other treatment for a Participant or any Company Entity.

ARTICLE XIV
EFFECTIVE DATE OF PLAN

The Plan will be effective as of May 17, 2023, the date of the Company's emergence from bankruptcy pursuant to the consummation of the Joint Chapter 11 Plan of Reorganization approved by the U.S. Bankruptcy Court.

ARTICLE XV
TERM OF PLAN

No Award shall be granted pursuant to the Plan on or after the tenth anniversary of the earlier of the date that the Plan is adopted or the date of stockholder approval, but Awards granted prior to such tenth anniversary may extend beyond that date. For purposes of the Plan, approval by the U.S. Bankruptcy Court shall serve as stockholder approval, unless otherwise prohibited by law.

TALEN ENERGY CORPORATION
RESTRICTED STOCK UNIT AWARD NOTICE

Pursuant to the terms and conditions of the Talen Energy Corporation 2023 Equity Incentive Plan, as amended from time to time (the "Plan"), Talen Energy Corporation, a Delaware corporation (the "Company"), hereby grants to the individual listed below ("you" or the "Participant") an award of Restricted Stock Units (the "RSUs") in respect of the number of Shares set forth below. This award of RSUs (this "Award") is subject to the terms and conditions set forth herein and in the Restricted Stock Unit Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, each of which is incorporated herein by reference. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

Participant:	Mark McFarland
Date of Grant:	June 16, 2023
Total Number of RSUs:	223,141
Vesting Commencement Date:	May 17, 2023

Vesting Schedule: Subject to the Agreement (including Section 3 thereof), the Plan and the other terms and conditions set forth herein, the RSUs will vest according to the following schedule, so long as the Participant has not incurred as Termination of Employment prior to the applicable vesting date:

Vesting Date	Percentage of RSUs That Vest
First anniversary of the Vesting Commencement Date	33 1/3%
Second anniversary of the Vesting Commencement Date	33 1/3%
Third anniversary of the Vesting Commencement Date	33 1/3%

By your signature below, you agree to be bound by the terms and conditions of the Plan, the Agreement, and this Restricted Stock Unit Grant Notice (this "Grant Notice"). You acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan, and this Grant Notice. You hereby agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee regarding any questions or determinations that arise under the Agreement, the Plan, or this Grant Notice. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Notice as of the date first written above.

TALEN ENERGY CORPORATION

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Chief Administrative Officer

/s/ Mark McFarland

Mark McFarland

[*Signature Page to Restricted Stock Unit Award Notice*]

TALEN ENERGY CORPORATION
RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this " Agreement") is entered into by and between the Company and the Participant as of the Date of Grant set forth in the Grant Notice to which this Agreement is attached. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant the Participant RSUs on the terms and subject to the conditions set forth in this Agreement and the Plan.

NOW THEREFORE, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and their successors and assigns, hereby agree as follows:

1. Grant of RSUs.

(a) Grant. The Company hereby grants to the Participant the number of RSUs set forth in the Grant Notice on the terms and conditions set forth in the Grant Notice, this Agreement, and the Plan.

(b) Incorporation by Reference. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan.

2. Terms of Issuance of Grant. Concurrently with, or prior to, the execution and delivery of this Agreement, the Participant is entering into, or has entered into an employment agreement with the Company or one of its Affiliates providing restrictive covenants applicable during and following employment in a form considered satisfactory by the Committee (the "Restrictive Covenant Agreement") and the Participant's entry into the Restrictive Covenant Agreement is a material inducement for, and a condition of, the Company's entry into this Agreement and issuance of the RSUs specified in this Agreement. To the maximum extent permissible under applicable law, all of the restrictive covenants applicable to the Participant set forth in the Restrictive Covenant Agreement, including, without limitation, any non-competition and non-solicitation provisions applicable to Participant set forth therein, are hereby incorporated by reference into this Agreement (with the same force and effect as though fully set forth herein).

3. Vesting.

(a) Normal Vesting. Subject to Sections 3(b) and 3(c), the RSUs shall vest in accordance with the vesting schedule set forth in the Grant Notice.

(b) Termination of Employment.

(i) Termination without Cause; Resignation for Good Reason. If the Participant incurs a Termination of Employment by the Company without Cause, or by the Participant for Good Reason, in each case, prior to a Change in Control, subject to Participant's timely execution of a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees, immediately upon such Termination of Employment, all unvested RSUs will immediately vest. For purposes of this Agreement, "Good Reason" shall have the meaning set forth in the Employment Agreement by and between Participant and the Company, dated May 17, 2023, as may be amended and/or restated from time to time.

(ii) Death or Disability. If the Termination of Employment is due to the Participant's death or Disability, in each case, on or following the first anniversary of the Vesting Commencement Date and prior to a Change in Control then, subject to Participant's timely execution of a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees, immediately upon such Termination of Employment, (A) a pro rata portion of the RSUs that would have vested on the next scheduled vesting date following such Termination of Employment in accordance with Section 3(a) will vest, calculated based on (x) the number of RSUs that would have vested on such next scheduled vesting date, multiplied by (y) a fraction, the numerator of which is the number of calendar days from the vesting date immediately preceding the date of the Termination of Employment to the date of the Termination of Employment, and the denominator of which is 365, and (B) all unvested RSUs (after taking into account the accelerated vesting set forth in clause (A)) shall be forfeited and cancelled for no consideration.

(iii) If the Termination of Employment is due to any other reason except as described in Sections 3(b)(i) and (ii), then all unvested RSUs shall be immediately forfeited and cancelled for no consideration.

(c) Change in Control. In connection with a Change in Control, all unvested RSUs shall fully vest as of the occurrence of such Change in Control.

4. Settlement. Subject to Section 6, the Company shall, at the discretion of the Committee, issue either one Share or cash in an amount equal to the Fair Market Value of one Share, or any combination thereof, to the Participant for each RSU that becomes vested hereunder by the earlier of (a) the consummation of a Change in Control and (b) 30 days following the date on which such RSU becomes vested.

5. Dividend Equivalents; Rights as Member. Until such time as the RSUs have been settled pursuant to Section 4, the Participant shall have no rights as a holder of Common Stock, including, without limitation, any right to dividends or other distributions or any right to vote. Notwithstanding the foregoing, if the Company declares any cash dividend the record date of

which occurs while the RSUs are outstanding, the Participant shall be credited a dividend equivalent in an amount equal to the dividend that would have been paid on the Common Stock underlying the RSUs had such shares been outstanding on such record date. Any such dividend equivalents shall be subject to the same vesting conditions applicable to the underlying RSU with respect to which they accrue, and shall, if the underlying RSU vests, be paid by the earlier of (a) the consummation of a Change in Control and (b) 30 days following the applicable vesting date.

6. Taxes. The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local, and foreign taxes of any kind that the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule, or regulation with respect to the RSUs and, if the Participant fails to do so, the Company may refuse to issue or transfer any Common Stock or dividend equivalents otherwise required to be issued pursuant to this Agreement. Unless as otherwise agreed to by the parties hereto, any withholding obligation with regard to the Participant (up to the maximum statutory rate) may be satisfied by reducing the number of Shares otherwise deliverable to Participant hereunder.

7. Non-Transferability. The RSUs may not, at any time prior to being settled, be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by the Participant, other than by will or by the laws of descent and distribution. Any such purported assignment, alienation, pledge, attachment, sale, transfer, or encumbrance shall be void and unenforceable against the Company.

8. Restrictions on Transfer of Award Shares . The Participant agrees not to sell, contract to sell, grant any option to purchase, transfer the economic risk of ownership in, make any short sale of, pledge or otherwise transfer or dispose of, any interest in any Shares received upon settlement of the RSUs (each, an "Award Share") for the period ending on the earlier of (a) a Change in Control and (b) the third anniversary of the Vesting Commencement Date. The Participant acknowledges and agrees that any Award Share will be subject to legends, stop transfer orders or any other similar restriction that the Company deems reasonably necessary to effectuate the provisions set forth in this Section 8.

9. Securities Law Representations. The Participant acknowledges that the Common Stock underlying the RSUs is not being registered under the Securities Act, based, in part, on reliance upon an exemption from registration under Rule 701 or Regulation D promulgated under the Securities Act and a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time. The Participant, by executing this Agreement, hereby makes the following representations to the Company and acknowledges that the Company's reliance on federal and state securities law exemptions from registration and qualification is predicated, in substantial part, upon the accuracy of these representations:

(a) Investment Purpose. The Participant is acquiring the RSUs solely for the Participant's own account, for investment purposes only, and not with a view or an intent to sell, or to offer for resale in connection with any unregistered distribution, all or any portion of Shares

underlying the RSUs within the meaning of the Securities Act and/or any applicable state securities laws.

(b) Knowledge. The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the RSUs. The Participant has been furnished with, and/or has access to, such information as the Participant considers necessary or appropriate for deciding whether to acquire the Common Stock underlying the RSUs. In evaluating the merits and risks of an investment in the Common Stock underlying the RSUs, however, the Participant has and will rely only upon the advice of the Participant's own legal counsel, tax advisors, and/or investment advisors.

(c) Risk of Loss. The Participant is aware that any value the RSUs may have depends on vesting and certain other factors, and that any investment in Common Stock of a privately held corporation such as the Company is non-marketable, nontransferable, and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

(d) Resales. The Participant understands that the RSUs will be characterized as "restricted securities" under the federal securities laws and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances, including in accordance with the conditions of Rule 144 promulgated under the Securities Act, as presently in effect. The Participant represents that the Participant is familiar with Rule 144 promulgated under the Securities Act and understands the resale limitations imposed thereby and by the Securities Act and the applicable state securities law.

(e) Restrictions. The Participant has read and understands the restrictions, limitations, and the Company's rights set forth in the Plan and this Agreement that will be imposed on the RSUs and any Common Stock issued in respect of the RSUs.

(f) Non-Reliance. The Participant has not relied upon any oral representation made to the Participant relating to the RSUs or the Common Stock or upon information presented in any promotional meeting or material relating to the RSUs.

(g) Legends. The Participant understands and acknowledges that (i) any certificate evidencing the Common Stock (or evidencing any other securities issued with respect thereto pursuant to any stock split, stock dividend, merger, or other form of reorganization or recapitalization) when issued shall bear any legends that may be required by applicable federal and state securities laws, this Agreement, the Plan, or any stockholders' agreement that may be in place from time to time; and (ii) the Company has no obligation to register the Common Stock or file any registration statement under federal or state securities laws. The Committee reserves the right to account for Common Stock through book-entry or other electronic means rather than the issuance of stock certificates.

10. Miscellaneous.

(a) Confidentiality. The Participant agrees to keep confidential the terms of this Agreement, unless and until such terms have been disclosed publicly other than through a breach by the Participant of this covenant. This provision shall not prohibit the Participant from providing this information on a confidential and privileged basis to the Participant's attorneys, financial advisors, or accountants for purposes of obtaining legal, financial, or tax advice or as otherwise required by law.

(b) Compliance with Laws. The grant of RSUs and the issuance of Common Stock hereunder shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules, and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act, and in each case any respective rules and regulations promulgated thereunder) and any other law, rule, regulation, or exchange requirement applicable thereto.

(c) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, and heirs of the Participant.

(d) No Waiver; Amendment. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach. This Agreement may be amended or modified only by a written instrument executed by the Participant and the Company.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) No Right to Service. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant, or director of any Company Entity or shall interfere with or restrict in any way the right of any Company Entity to remove, terminate, or discharge the Participant at any time for any reason whatsoever.

(g) Unfunded Plan. The Award of RSUs is unfunded and the Participant shall be considered an unsecured creditor of the Company with respect to the Company's obligations, if any, to issue Common Stock pursuant to this Agreement. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Participant and any Company Entity or any other Person.

(h) Entire Agreement. This Agreement, the Grant Notice, the Restrictive Covenant Agreement, and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations, and negotiations with respect thereto.

(i) Bound by the Plan. By signing this Agreement, the Participant acknowledges that the Participant has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan. In the event of any conflict between the Plan and this Agreement, this Agreement shall control.

(j) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(k) Business Days. If any time period for giving notice or taking action hereunder expires on a day that is a Saturday, Sunday, or holiday in the state in which the Company's principal executive office is located, the time period shall be automatically extended to the business day immediately following such Saturday, Sunday, or holiday.

(l) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

(n) Section 409A of the Code. It is intended that the RSUs granted pursuant to this Agreement and the provisions of this Agreement be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.

(o) Consent to Electronic Delivery; Electronic Signature. In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, without limitation, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet or third party website to which the Participant has access. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that the Participant's electronic signature is the same as, and shall have the same force and effect as, the Participant's manual signature.

(p) Forfeiture and Clawback Provisions. Notwithstanding any other provision in this Agreement, the Grant Notice or the Plan, the RSUs (including any proceeds, gains or other economic benefit actually or constructively received with respect thereto) shall, unless otherwise determined by the Committee or required by applicable law, be subject to the provisions of any clawback policy implemented by the Company or otherwise required by applicable law, whether or not such clawback policy was in place at the Date of Grant and whether or not the RSUs are vested. In addition, if the Participant incurs a Termination of Employment for Cause or breaches any of the restrictive covenants set forth in the Restrictive Covenant Agreement, then the Participant shall automatically and immediately forfeit to the Company for no consideration: (i) all of the RSUs (whether vested or not vested), (ii) all Award Shares held by the Participant and, (iii) in the event the Participant has sold or otherwise disposed of any Award Shares, the amount of any cash proceeds received from such sale or disposition, in each case, effective as of the date of such Termination for Cause or the breach of the Restrictive Covenant Agreement, as applicable.

* * *

TALEN ENERGY CORPORATION
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD NOTICE

Pursuant to the terms and conditions of the Talen Energy Corporation 2023 Equity Incentive Plan, as amended from time to time (the "Plan"), Talen Energy Corporation, a Delaware corporation (the "Company"), hereby grants to the individual listed below ("you" or the "Participant") an award of performance-based restricted stock units (the "PSUs") in respect of the number of Shares set forth below. This award of PSUs (this "Award") is subject to the terms and conditions set forth herein and in the Performance-Based Restricted Stock Unit Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, each of which is incorporated herein by reference. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

Participant:	Mark McFarland
Date of Grant:	June 16, 2023
Target Number of PSUs:	334,711
Vesting Commencement Date:	May 17, 2023

By your signature below, you agree to be bound by the terms and conditions of the Plan, the Agreement, and this Performance-Based Restricted Stock Unit Grant Notice (this "Grant Notice"). You acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan, and this Grant Notice. You hereby agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee regarding any questions or determinations that arise under the Agreement, the Plan, or this Grant Notice. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Notice as of the date first written above.

TALEN ENERGY CORPORATION

By: /s/ Andrew Wright
Name: Andrew Wright
Title: Chief Administrative Officer

/s/ Mark McFarland
Mark McFarland

TALEN ENERGY CORPORATION
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT (this " Agreement") is entered into by and between the Company and the Participant as of the Date of Grant set forth in the Grant Notice to which this Agreement is attached. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant the Participant PSUs on the terms and subject to the conditions set forth in this Agreement and the Plan.

NOW THEREFORE, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and their successors and assigns, hereby agree as follows:

1. Grant of PSUs.

(a) Grant. The Company hereby grants to the Participant the number of PSUs set forth in the Grant Notice on the terms and conditions set forth in the Grant Notice, this Agreement, and the Plan.

(b) Incorporation by Reference. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan.

2. Terms of Issuance of Grant. Concurrently with, or prior to, the execution and delivery of this Agreement, the Participant is entering into, or has entered into an employment agreement with the Company or one of its Affiliates providing restrictive covenants applicable during and following employment in a form considered satisfactory by the Committee (the "Restrictive Covenant Agreement") and the Participant's entry into the Restrictive Covenant Agreement is a material inducement for, and a condition of, the Company's entry into this Agreement and issuance of the PSUs specified in this Agreement. To the maximum extent permissible under applicable law, all of the restrictive covenants applicable to the Participant set forth in the Restrictive Covenant Agreement, including, without limitation, any non-competition and non-solicitation provisions applicable to Participant set forth therein, are hereby incorporated by reference into this Agreement (with the same force and effect as though fully set forth herein).

3. Vesting.

(a) Performance Vesting. The "Measurement Date" applicable to the PSUs shall be the earlier of (i) the consummation of a Change in Control and (ii) the third anniversary of the Vesting Commencement Date, and the period beginning on the Vesting Commencement Date and ending on the Measurement Date is referred to herein as the "Performance Period." The

Committee shall determine the actual number of PSUs earned by the Participant (the "Earned PSUs") no later than (x) immediately prior to the consummation of a Change in Control, if the Measurement Date is the consummation of a Change in Control, or (y) 90 days following the Measurement Date, in any other case. The number of Earned PSUs shall be determined as a percentage of the Target Number of PSUs based on the level of Adjusted Equity Value achievement as set forth in the table below. Linear interpolation shall be used to determine the number of Earned PSUs to the extent that the Adjusted Equity Value is between the Threshold and Maximum amounts set forth in the table below. For the avoidance of doubt, if the Adjusted Equity Value is less than the Threshold set forth in the table below, none of the PSUs will become Earned PSUs. To the extent that the Adjusted Equity Value as of the Measurement Date exceeds the Maximum set forth in the table below, the Company will allocate an additional number of Earned PSUs (the "Kicker PSUs") to all Participants who have not incurred a Termination prior to the Measurement Date and who hold Eligible PSUs (as defined below) that (excluding the Kicker PSUs) will become Earned PSUs as of such Measurement Date (each such Participant, an "Eligible Participant"). The aggregate number of Kicker PSUs to be delivered to all Eligible Participants shall be equal to (x) one percent of the product of (A) the amount by which the Adjusted Equity Value as of the Measurement Date exceeds the Maximum Adjusted Equity Value set forth in the table below and (B) the total number of Shares outstanding as of the Measurement Date, *divided by* (y) the Fair Market Value of a Share as of the Measurement Date (which, in the case of a Change in Control, shall be the implied per Share value achieved in connection with such Change in Control). The number of Kicker PSUs allocated to each Eligible Participant shall be determined based on the number of Eligible PSUs (excluding the Kicker PSUs) held by the Eligible Participant that become Earned PSUs as of the Measurement Date as a fraction of all Eligible PSUs held by all Eligible Participants that become Earned PSUs as of the Measurement Date. Any Earned PSUs shall time-vest in accordance with Section 3(b).

Performance Level	**Adjusted Equity Value (per Share)**	**Earned PSUs (% of Target Number of PSUs)**
Threshold	$42.35	0%
Target	$52.52	100%
Maximum	$73.69	200%
Above Maximum	>$73.69	1% of market capitalization implied by Adjusted Equity Value in excess of Maximum are allocated as incremental Earned PSUs (as described above)

"Adjusted Equity Value" means a per Share amount equal to the sum of (i) (A) if the Measurement Date is a Change in Control, the implied per Share value achieved in connection with such Change in Control or (B) if the Measurement Date is not a Change in Control, the per Share value (I) if the Company is listed on a national securities exchange, based on the 120-Day VWAP, or (II) if the Company is not listed on a national securities exchange, as determined by the Committee in good faith, and (ii) the aggregate per Share value of any distributions or dividends (A) paid with respect to Shares between the Vesting Commencement Date and the Measurement Date or (B) approved for distribution within the next quarter but not yet paid.

"Eligible PSUs" means all PSUs granted by the Company pursuant to an award agreement that provides for the grant of Kicker PSUs upon achievement of Adjusted Equity Value above the Maximum.

(b) Service Vesting. Subject to Sections 3(c) and 3(d), the PSUs shall vest on the Measurement Date, subject to the Participants continued employment through such date.

(c) Termination of Employment.

(i) Termination without Cause; Resignation for Good Reason. If the Participant incurs a Termination of Employment by the Company without Cause, or by the Participant for Good Reason, in each case, prior to a Change in Control, subject to Participant's timely execution of a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees, all unvested PSUs shall become fully time vested, and such PSUs shall remain outstanding and eligible to performance vest through the end of the Performance Period. For purposes of this Agreement, "Good Reason" shall have the meaning set forth in that certain Employment Agreement by and between Participant and the Company, dated May 17, 2023, as may be amended and/or restated from time to time.

(ii) Death or Disability. If the Termination of Employment is due to the Participant's death or Disability, in each case, on or following the first anniversary of the Vesting Commencement Date and prior to a Change in Control then, subject to Participant's timely execution of a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees, the Target Number of PSUs shall be reduced such that the Target Number of PSUs outstanding under the Agreement shall be equal the Target Number of PSUs (before taking into account the reduction set forth in this Section 3(c)(ii)), multiplied by a fraction, the numerator of which is the number of calendar days from the Vesting Commencement Date to the date of such Termination of Employment, and the denominator of which is the total number of days in the Performance Period. For the avoidance of doubt, all references to "Target Number of PSUs" shall, following such Termination of Employment, refer to the Target Number of PSUs as reduced pursuant to this Section 3(c)(ii).

(iii) If the Termination of Employment is due to any other reason except as described in Section 3(c)(i) and (ii), then all unvested PSUs shall be immediately forfeited and cancelled for no consideration.

(d) Change in Control. In connection with a Change in Control, all unvested PSUs shall fully vest based on the applicable Adjusted Equity Value as of the occurrence of such Change in Control.

4. Settlement. Subject to Section 6, the Company shall, at the discretion of the Committee, issue either one Share or cash in an amount equal to the Fair Market Value of one Share, or any combination thereof, to the Participant for each Earned PSU that becomes vested as of the Measurement Date on the earlier of (a) the consummation of a Change in Control and (b) 30 days following the date on which such PSU becomes vested (including, for the avoidance of doubt any Kicker PSUs).

5. Dividend Equivalents; Rights as Member. Until such time as the PSUs have been settled pursuant to Section 4, the Participant shall have no rights as a holder of Common Stock, including, without limitation, any right to dividends or other distributions or any right to vote. Notwithstanding the foregoing, if the Company declares any cash dividend the record date of which occurs while the PSUs are outstanding, the Participant shall be credited a dividend equivalent in an amount equal to the dividend that would have been paid on the Common Stock underlying the PSUs had such shares been outstanding on such record date. Any such dividend equivalents shall be subject to the same vesting conditions applicable to the underlying PSU with respect to which they accrue, and shall, if the underlying PSU vests, be paid by the earlier of (a) the consummation of a Change in Control and (b) 30 days following the applicable vesting date.

6. Taxes. The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local, and foreign taxes of any kind that the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule, or regulation with respect to the PSUs and, if the Participant fails to do so, the Company may refuse to issue or transfer any Common Stock or dividend equivalents otherwise required to be issued pursuant to this Agreement. Unless as otherwise agreed to by the parties hereto, any withholding obligation with regard to the Participant (up to the maximum statutory rate) may be satisfied by reducing the number of Shares otherwise deliverable to Participant hereunder.

7. Non-Transferability. The PSUs may not, at any time prior to being settled, be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by the Participant, other than by will or by the laws of descent and distribution. Any such purported assignment, alienation, pledge, attachment, sale, transfer, or encumbrance shall be void and unenforceable against the Company.

8. Securities Law Representations. The Participant acknowledges that the Common Stock underlying the PSUs is not being registered under the Securities Act, based, in part, on reliance upon an exemption from registration under Rule 701 or Regulation D promulgated under the Securities Act and a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time. The Participant, by executing this Agreement, hereby makes the following representations to the Company and acknowledges that the Company's reliance on federal and state securities law exemptions from registration and qualification is predicated, in substantial part, upon the accuracy of these representations:

(a) Investment Purpose. The Participant is acquiring the PSUs solely for the Participant's own account, for investment purposes only, and not with a view or an intent to sell,

or to offer for resale in connection with any unregistered distribution, all or any portion of Shares underlying the PSUs within the meaning of the Securities Act and/or any applicable state securities laws.

(b) Knowledge. The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the PSUs. The Participant has been furnished with, and/or has access to, such information as the Participant considers necessary or appropriate for deciding whether to acquire the Common Stock underlying the PSUs. In evaluating the merits and risks of an investment in the Common Stock underlying the PSUs, however, the Participant has and will rely only upon the advice of the Participant's own legal counsel, tax advisors, and/or investment advisors.

(c) Risk of Loss. The Participant is aware that any value the PSUs may have depends on vesting and certain other factors, and that any investment in Common Stock of a privately held corporation such as the Company is non-marketable, nontransferable, and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

(d) Resales. The Participant understands that the PSUs will be characterized as "restricted securities" under the federal securities laws and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances, including in accordance with the conditions of Rule 144 promulgated under the Securities Act, as presently in effect. The Participant represents that the Participant is familiar with Rule 144 promulgated under the Securities Act and understands the resale limitations imposed thereby and by the Securities Act and the applicable state securities law.

(e) Restrictions. The Participant has read and understands the restrictions, limitations, and the Company's rights set forth in the Plan and this Agreement that will be imposed on the PSUs and any Common Stock issued in respect of the PSUs.

(f) Non-Reliance. The Participant has not relied upon any oral representation made to the Participant relating to the PSUs or the Common Stock or upon information presented in any promotional meeting or material relating to the PSUs.

(g) Legends. The Participant understands and acknowledges that (i) any certificate evidencing the Common Stock (or evidencing any other securities issued with respect thereto pursuant to any stock split, stock dividend, merger, or other form of reorganization or recapitalization) when issued shall bear any legends that may be required by applicable federal and state securities laws, this Agreement, the Plan, or any stockholders' agreement that may be in place from time to time; and (ii) the Company has no obligation to register the Common Stock or file any registration statement under federal or state securities laws. The Committee reserves the right to account for Common Stock through book-entry or other electronic means rather than the issuance of stock certificates.

9. Miscellaneous.

(a) Confidentiality. The Participant agrees to keep confidential the terms of this Agreement, unless and until such terms have been disclosed publicly other than through a breach by the Participant of this covenant. This provision shall not prohibit the Participant from providing this information on a confidential and privileged basis to the Participant's attorneys, financial advisors, or accountants for purposes of obtaining legal, financial, or tax advice or as otherwise required by law.

(b) Compliance with Laws. The grant of PSUs and the issuance of Common Stock hereunder shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules, and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act, and in each case any respective rules and regulations promulgated thereunder) and any other law, rule, regulation, or exchange requirement applicable thereto.

(c) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, and heirs of the Participant.

(d) No Waiver; Amendment. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach. This Agreement may be amended or modified only by a written instrument executed by the Participant and the Company.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) No Right to Service. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant, or director of any Company Entity or shall interfere with or restrict in any way the right of any Company Entity to remove, terminate, or discharge the Participant at any time for any reason whatsoever.

(g) Unfunded Plan. The Award of PSUs is unfunded and the Participant shall be considered an unsecured creditor of the Company with respect to the Company's obligations, if any, to issue Common Stock pursuant to this Agreement. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Participant and any Company Entity or any other Person.

(h) Entire Agreement. This Agreement, the Grant Notice, the Restrictive Covenant Agreement, and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations, and negotiations with respect thereto.

(i) Bound by the Plan. By signing this Agreement, the Participant acknowledges that the Participant has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan. In the event of any conflict between the Plan and this Agreement, this Agreement shall control.

(j) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(k) Business Days. If any time period for giving notice or taking action hereunder expires on a day that is a Saturday, Sunday, or holiday in the state in which the Company's principal executive office is located, the time period shall be automatically extended to the business day immediately following such Saturday, Sunday, or holiday.

(l) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

(n) Section 409A of the Code. It is intended that the PSUs granted pursuant to this Agreement and the provisions of this Agreement be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.

(o) Consent to Electronic Delivery; Electronic Signature. In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, without limitation, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet or third party website to which the Participant has access. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that the Participant's electronic signature is the same as, and shall have the same force and effect as, the Participant's manual signature.

(p) Forfeiture and Clawback Provisions. Notwithstanding any other provision in this Agreement, the Grant Notice or the Plan, the PSUs (including any proceeds, gains or other economic benefit actually or constructively received with respect thereto) shall, unless otherwise determined by the Committee or required by applicable law, be subject to the provisions of any clawback policy implemented by the Company or otherwise required by applicable law, whether or not such clawback policy was in place at the Date of Grant and whether or not the PSUs are vested. In addition, if the Participant incurs a Termination of Employment for Cause (or, following a Termination, the Company discovers that grounds for Termination for Cause existed at the time of Termination) or breaches any of the restrictive covenants set forth in the Restrictive Covenant Agreement, then the Participant shall automatically and immediately forfeit to the Company for no consideration: (i) all of the PSUs (whether vested or not vested), (ii) all Shares previously received on settlement of the PSUs (the "Award Shares") held by the Participant and, (iii) in the event the Participant has sold or otherwise disposed of any Award Shares, the amount of any cash proceeds received from such sale or disposition, in each case, effective as of the date of such Termination for Cause (or determination that grounds for termination for Cause existed, as applicable) or the breach of the Restrictive Covenant Agreement, as applicable.

* * * *

TALEN ENERGY CORPORATION
RESTRICTED STOCK UNIT AWARD NOTICE (EMPLOYEE FORM)

Pursuant to the terms and conditions of the Talen Energy Corporation 2023 Equity Incentive Plan, as amended from time to time (the "Plan"), Talen Energy Corporation, a Delaware corporation (the "Company"), hereby grants to the individual listed below ("you" or the "Participant") an award of Restricted Stock Units (the "RSUs") in respect of the number of Shares set forth below. This award of RSUs (this "Award") is subject to the terms and conditions set forth herein and in the Restricted Stock Unit Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, each of which is incorporated herein by reference. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

Participant:	[●]
Date of Grant:	[●]
Total Number of RSUs:	[●]
Vesting Commencement Date:	[●]
Vesting Schedule:	Subject to the Agreement (including Section 3 thereof), the Plan and the other terms and conditions set forth herein, the RSUs will vest according to the following schedule, so long as the Participant has not incurred as Termination of Employment prior to the applicable vesting date:

Vesting Date	**Percentage of RSUs That Vest**
First anniversary of the Vesting Commencement Date	33 1/3%
Second anniversary of the Vesting Commencement Date	33 1/3%
Third anniversary of the Vesting Commencement Date	33 1/3%

By your signature below, you agree to be bound by the terms and conditions of the Plan, the Agreement, and this Restricted Stock Unit Grant Notice (this "Grant Notice"). You acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan, and this Grant Notice. You hereby agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee regarding any questions or determinations that arise under the Agreement, the Plan, or this Grant Notice. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Notice as of the date first written above.

TALEN ENERGY CORPORATION

By: _____
Name: [*Name*]
Title: [*Title*]

_____
[*Participant*]

[*Signature Page to Restricted Stock Unit Award Notice*]

TALEN ENERGY CORPORATION
RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this " Agreement") is entered into by and between the Company and the Participant as of the Date of Grant set forth in the Grant Notice to which this Agreement is attached. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant the Participant RSUs on the terms and subject to the conditions set forth in this Agreement and the Plan.

NOW THEREFORE, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and their successors and assigns, hereby agree as follows:

1. Grant of RSUs.

(a) Grant. The Company hereby grants to the Participant the number of RSUs set forth in the Grant Notice on the terms and conditions set forth in the Grant Notice, this Agreement, and the Plan.

(b) Incorporation by Reference. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan.

2. Terms of Issuance of Grant.

(a) Concurrently with, or prior to, the execution and delivery of this Agreement, the Participant is entering into, or has entered into a Confidentiality, Non-Competition and Non-Solicitation Agreement with the Company or one of its Affiliates providing restrictive covenants applicable during and following employment in a form considered satisfactory by the Committee (the "Restrictive Covenant Agreement") and the Participant's entry into the Restrictive Covenant Agreement is a material inducement for, and a condition of, the Company's entry into this Agreement and issuance of the RSUs specified in this Agreement. To the maximum extent permissible under applicable law, all of the restrictive covenants applicable to the Participant set forth in the Restrictive Covenant Agreement are hereby incorporated by reference into this Agreement (with the same force and effect as though fully set forth herein).

(b) [As a condition to receiving this Award, Participant hereby waives any claim of "good reason" (or term of like import) under that certain [[Severance Agreement] / [Offer Letter], dated [ ], by and between Participant and [ ]], or any other agreement to which Participant is a party that Participant may otherwise have as a result of any event, occurrence or circumstance prior to the Date of Grant.]

3. Vesting.

(a) Normal Vesting. Subject to Sections 3(b) and 3(c), the RSUs shall vest in accordance with the vesting schedule set forth in the Grant Notice.

(b) Termination of Employment.

(i) Within One Year of the Vesting Commencement Date . If the Participant incurs a Termination of Employment prior to the first anniversary of the Vesting Commencement Date:

(1) If the Termination of Employment is by the Company without Cause or by the Participant for Good Reason (if Good Reason applies to this award, as set forth below), then, subject to the Participant's timely execution of a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees, immediately upon such Termination of Employment, (A) a pro rata portion of the RSUs that would have vested on the next scheduled vesting date following such Termination of Employment in accordance with Section 3(a) will vest, calculated based on (x) the number of RSUs that would have vested on such next scheduled vesting date, multiplied by (y) a fraction, the numerator of which is the number of calendar days from the Vesting Commencement Date to the date of the Termination of Employment, and the denominator of which is 365, and (B) all unvested RSUs (after taking into account the accelerated vesting set forth in clause (A)) shall be forfeited and cancelled for no consideration. For purposes of this Agreement, if the Participant is party to an employment agreement, offer letter, consulting agreement or similar agreement with the Company or one of its Affiliates (as applicable, an "Employment Agreement") that defines "good reason" (or words of like import), "Good Reason" shall have the meaning set forth in the Employment Agreement. If the Participant is not party to an Employment Agreement or if the Employment Agreement does not define "good reason" (or words of like import), the term "Good Reason" does not apply to this Award.

(2) If the Termination of Employment is due to any other reason except as described in Section 3(b)(i)(1) prior to the first anniversary of the Vesting Commencement Date (including, for the avoidance of doubt, any resignation by the Participant for any reason if the Participant is not party to an Employment Agreement or if the Employment Agreement does not define "good reason" (or terms of like import)), then all unvested RSUs shall be immediately forfeited and cancelled for no consideration.

(ii) On or Following the First Anniversary of the Vesting Commencement Date. If the Participant incurs a Termination of Employment on or following the first anniversary of the Vesting Commencement Date:

(1) If the Termination of Employment is by the Company without Cause, due to the Participant's death or Disability, or by the Participant for Good Reason (if Good Reason applies to this award) then, subject to the Participant's timely execution of a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees, immediately upon such Termination of Employment, (A) a pro rata portion of the RSUs that would have vested on the next scheduled vesting date following such Termination of Employment in accordance with Section 3(a) will vest, calculated based on (x) the number of RSUs that would have vested on such next scheduled vesting date, multiplied by (y) a fraction, the numerator of which is the number of calendar days from the vesting date immediately preceding the date of the Termination of Employment to the date of the Termination of Employment, and the denominator of which is 365, and (B) all unvested RSUs (after taking into account the accelerated vesting set forth in clause (A)) shall be forfeited and cancelled for no consideration.

(2) If the Termination of Employment is due to any other reason except as described in Section 3(b)(ii)(1) (including, for the avoidance of doubt, any resignation by the Participant for any reason if the Participant is not party to an Employment Agreement or if the Employment Agreement does not define "good reason" (or terms of like import)), then all unvested RSUs shall be immediately forfeited and cancelled for no consideration.

(c) Change in Control. In connection with a Change in Control, all unvested RSUs shall fully vest as of the occurrence of such Change in Control.

4. Settlement. Subject to Section 6, the Company shall, at the discretion of the Committee, issue either one Share or cash in an amount equal to the Fair Market Value of one Share, or any combination thereof, to the Participant for each RSU that becomes vested hereunder by the earlier of (a) the consummation of a Change in Control and (b) 30 days following the date on which such RSU becomes vested.

5. Dividend Equivalents; Rights as Member. Until such time as the RSUs have been settled pursuant to Section 4, the Participant shall have no rights as a holder of Common Stock, including, without limitation, any right to dividends or other distributions or any right to vote. Notwithstanding the foregoing, if the Company declares any cash dividend the record date of which occurs while the RSUs are outstanding, the Participant shall be credited a dividend equivalent in an amount equal to the dividend that would have been paid on the Common Stock underlying the RSUs had such shares been outstanding on such record date. Any such dividend

equivalents shall be subject to the same vesting conditions applicable to the underlying RSU with respect to which they accrue, and shall, if the underlying RSU vests, be paid by the earlier of (a) the consummation of a Change in Control and (b) 30 days following the applicable vesting date.

6. Taxes. The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local, and foreign taxes of any kind that the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule, or regulation with respect to the RSUs and, if the Participant fails to do so, the Company may refuse to issue or transfer any Common Stock or dividend equivalents otherwise required to be issued pursuant to this Agreement. Unless as otherwise agreed to by the parties hereto, any withholding obligation with regard to the Participant (up to the maximum statutory rate) may be satisfied by reducing the number of Shares otherwise deliverable to Participant hereunder.

7. Non-Transferability. The RSUs may not, at any time prior to being settled, be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by the Participant, other than by will or by the laws of descent and distribution. Any such purported assignment, alienation, pledge, attachment, sale, transfer, or encumbrance shall be void and unenforceable against the Company.

8. Restrictions on Transfer of Award Shares . The Participant agrees not to sell, contract to sell, grant any option to purchase, transfer the economic risk of ownership in, make any short sale of, pledge or otherwise transfer or dispose of, any interest in any Shares received upon settlement of the RSUs (each, an "Award Share") for the period ending on the earlier of (a) a Change in Control and (b) the third anniversary of the Vesting Commencement Date. The Participant acknowledges and agrees that any Award Share will be subject to legends, stop transfer orders or any other similar restriction that the Company deems reasonably necessary to effectuate the provisions set forth in this Section 8.

9. Securities Law Representations. The Participant acknowledges that the Common Stock underlying the RSUs is not being registered under the Securities Act, based, in part, on reliance upon an exemption from registration under Rule 701 or Regulation D promulgated under the Securities Act and a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time. The Participant, by executing this Agreement, hereby makes the following representations to the Company and acknowledges that the Company's reliance on federal and state securities law exemptions from registration and qualification is predicated, in substantial part, upon the accuracy of these representations:

(a) Investment Purpose. The Participant is acquiring the RSUs solely for the Participant's own account, for investment purposes only, and not with a view or an intent to sell, or to offer for resale in connection with any unregistered distribution, all or any portion of Shares underlying the RSUs within the meaning of the Securities Act and/or any applicable state securities laws.

(b) Knowledge. The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the RSUs. The

Participant has been furnished with, and/or has access to, such information as the Participant considers necessary or appropriate for deciding whether to acquire the Common Stock underlying the RSUs. In evaluating the merits and risks of an investment in the Common Stock underlying the RSUs, however, the Participant has and will rely only upon the advice of the Participant's own legal counsel, tax advisors, and/or investment advisors.

(c) Risk of Loss. The Participant is aware that any value the RSUs may have depends on vesting and certain other factors, and that any investment in Common Stock of a privately held corporation such as the Company is non-marketable, nontransferable, and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

(d) Resales. The Participant understands that the RSUs will be characterized as "restricted securities" under the federal securities laws and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances, including in accordance with the conditions of Rule 144 promulgated under the Securities Act, as presently in effect. The Participant represents that the Participant is familiar with Rule 144 promulgated under the Securities Act and understands the resale limitations imposed thereby and by the Securities Act and the applicable state securities law.

(e) Restrictions. The Participant has read and understands the restrictions, limitations, and the Company's rights set forth in the Plan and this Agreement that will be imposed on the RSUs and any Common Stock issued in respect of the RSUs.

(f) Non-Reliance. The Participant has not relied upon any oral representation made to the Participant relating to the RSUs or the Common Stock or upon information presented in any promotional meeting or material relating to the RSUs.

(g) Legends. The Participant understands and acknowledges that (i) any certificate evidencing the Common Stock (or evidencing any other securities issued with respect thereto pursuant to any stock split, stock dividend, merger, or other form of reorganization or recapitalization) when issued shall bear any legends that may be required by applicable federal and state securities laws, this Agreement, the Plan, or any stockholders' agreement that may be in place from time to time; and (ii) the Company has no obligation to register the Common Stock or file any registration statement under federal or state securities laws. The Committee reserves the right to account for Common Stock through book-entry or other electronic means rather than the issuance of stock certificates.

10. Miscellaneous.

(a) Confidentiality. The Participant agrees to keep confidential the terms of this Agreement, unless and until such terms have been disclosed publicly other than through a breach by the Participant of this covenant. This provision shall not prohibit the Participant from providing this information on a confidential and privileged basis to the Participant's attorneys,

financial advisors, or accountants for purposes of obtaining legal, financial, or tax advice or as otherwise required by law.

(b) Compliance with Laws. The grant of RSUs and the issuance of Common Stock hereunder shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules, and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act, and in each case any respective rules and regulations promulgated thereunder) and any other law, rule, regulation, or exchange requirement applicable thereto.

(c) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, and heirs of the Participant.

(d) No Waiver; Amendment. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach. This Agreement may be amended or modified only by a written instrument executed by the Participant and the Company.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) No Right to Service. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant, or director of any Company Entity or shall interfere with or restrict in any way the right of any Company Entity to remove, terminate, or discharge the Participant at any time for any reason whatsoever.

(g) Unfunded Plan. The Award of RSUs is unfunded and the Participant shall be considered an unsecured creditor of the Company with respect to the Company's obligations, if any, to issue Common Stock pursuant to this Agreement. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Participant and any Company Entity or any other Person.

(h) Entire Agreement. This Agreement, the Grant Notice, the Restrictive Covenant Agreement, and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations, and negotiations with respect thereto.

(i) Bound by the Plan. By signing this Agreement, the Participant acknowledges that the Participant has received a copy of the Plan and has had an opportunity to

review the Plan and agrees to be bound by all the terms and provisions of the Plan. In the event of any conflict between the Plan and this Agreement, this Agreement shall control.

(j) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(k) Business Days. If any time period for giving notice or taking action hereunder expires on a day that is a Saturday, Sunday, or holiday in the state in which the Company's principal executive office is located, the time period shall be automatically extended to the business day immediately following such Saturday, Sunday, or holiday.

(l) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

(n) Section 409A of the Code. It is intended that the RSUs granted pursuant to this Agreement and the provisions of this Agreement be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.

(o) Consent to Electronic Delivery; Electronic Signature. In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, without limitation, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet or third party website to which the Participant has access. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that the Participant's electronic signature is the same as, and shall have the same force and effect as, the Participant's manual signature.

(p) Forfeiture and Clawback Provisions. Notwithstanding any other provision in this Agreement, the Grant Notice or the Plan, the RSUs (including any proceeds, gains or other economic benefit actually or constructively received with respect thereto) shall, unless otherwise determined by the Committee or required by applicable law, be subject to the provisions of any clawback policy implemented by the Company or otherwise required by applicable law, whether or not such clawback policy was in place at the Date of Grant and

whether or not the RSUs are vested. In addition, if the Participant incurs a Termination of Employment for Cause (or, following a Termination, the Company discovers that grounds for Termination for Cause existed at the time of Termination) or breaches any of the restrictive covenants set forth in the Restrictive Covenant Agreement, then the Participant shall automatically and immediately forfeit to the Company for no consideration: (i) all of the RSUs (whether vested or not vested), (ii) all Shares previously received on settlement of the RSUs held by the Participant and, (iii) in the event the Participant has sold or otherwise disposed of any Award Shares, the amount of any cash proceeds received from such sale or disposition, in each case, effective as of the date of such Termination for Cause (or determination that grounds for termination for Cause existed, as applicable) or the breach of the Restrictive Covenant Agreement, as applicable.

* * * *

TALEN ENERGY CORPORATION
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD NOTICE

Pursuant to the terms and conditions of the Talen Energy Corporation 2023 Equity Incentive Plan, as amended from time to time (the "Plan"), Talen Energy Corporation, a Delaware corporation (the "Company"), hereby grants to the individual listed below ("you" or the "Participant") an award of performance-based restricted stock units (the "PSUs") in respect of the number of Shares set forth below. This award of PSUs (this "Award") is subject to the terms and conditions set forth herein and in the Performance-Based Restricted Stock Unit Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, each of which is incorporated herein by reference. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

Participant:	[●]
Date of Grant:	[●]
Target Number of PSUs:	[●]
Vesting Commencement Date:	[●]

By your signature below, you agree to be bound by the terms and conditions of the Plan, the Agreement, and this Performance-Based Restricted Stock Unit Grant Notice (this "Grant Notice"). You acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan, and this Grant Notice. You hereby agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee regarding any questions or determinations that arise under the Agreement, the Plan, or this Grant Notice. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Notice as of the date first written above.

TALEN ENERGY CORPORATION

By: _____
Name: [*Name*]
Title: [*Title*]

_____
[*Participant*]

[*Signature Page to Performance-Based Restricted Stock Unit Award Notice*]

TALEN ENERGY CORPORATION
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT (this " Agreement") is entered into by and between the Company and the Participant as of the Date of Grant set forth in the Grant Notice to which this Agreement is attached. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant the Participant PSUs on the terms and subject to the conditions set forth in this Agreement and the Plan.

NOW THEREFORE, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and their successors and assigns, hereby agree as follows:

1. Grant of PSUs.

(a) Grant. The Company hereby grants to the Participant the number of PSUs set forth in the Grant Notice on the terms and conditions set forth in the Grant Notice, this Agreement, and the Plan.

(b) Incorporation by Reference. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan.

2. Terms of Issuance of Grant.

(a) Concurrently with, or prior to, the execution and delivery of this Agreement, the Participant is entering into, or has entered into a Confidentiality, Non-Competition and Non-Solicitation Agreement with the Company or one of its Affiliates providing restrictive covenants applicable during and following employment in a form considered satisfactory by the Committee (the "Restrictive Covenant Agreement") and the Participant's entry into the Restrictive Covenant Agreement is a material inducement for, and a condition of, the Company's entry into this Agreement and issuance of the PSUs specified in this Agreement. To the maximum extent permissible under applicable law, all of the restrictive covenants applicable to the Participant set forth in the Restrictive Covenant Agreement are hereby incorporated by reference into this Agreement (with the same force and effect as though fully set forth herein).

(b) [As a condition to receiving this Award, Participant hereby waives any claim of "good reason" (or term of like import) under that certain Severance Agreement, dated [●], by and between Participant and [●]], or any other agreement to which Participant is a party

that Participant may otherwise have as a result of any event, occurrence or circumstance prior to the Date of Grant.]

3. Vesting.

(a) Performance Vesting. The "Measurement Date" applicable to the PSUs shall be the earlier of (i) the consummation of a Change in Control and (ii) the third anniversary of the Vesting Commencement Date, and the period beginning on the Vesting Commencement Date and ending on the Measurement Date is referred to herein as the "Performance Period." The Committee shall determine the actual number of PSUs earned by the Participant (the "Earned PSUs") no later than (x) immediately prior to the consummation of a Change in Control, if the Measurement Date is the consummation of a Change in Control, or (y) 90 days following the Measurement Date, in any other case. The number of Earned PSUs shall be determined as a percentage of the Target Number of PSUs based on the level of Adjusted Equity Value achievement as set forth in the table below. Linear interpolation shall be used to determine the number of Earned PSUs to the extent that the Adjusted Equity Value is between the Threshold and Maximum amounts set forth in the table below. For the avoidance of doubt, if the Adjusted Equity Value is less than the Threshold set forth in the table below, none of the PSUs will become Earned PSUs, and in no event will the number of PSUs that become Earned PSUs exceed 200% of the Target Number of PSUs. Any Earned PSUs shall time-vest in accordance with Section 3(b).

Performance Level	**Adjusted Equity Value (per Share)**	**Earned PSUs (% of Target Number of PSUs)**
Threshold	$42.35	0%
Target	$52.52	100%
Maximum	$73.69	200%

"Adjusted Equity Value" means a per Share amount equal to the sum of (i) (A) if the Measurement Date is a Change in Control, the implied per Share value achieved in connection with such Change in Control or (B) if the Measurement Date is not a Change in Control, the per Share value (I) if the Company is listed on a national securities exchange, based on the 120-Day VWAP, or (II) if the Company is not listed on a national securities exchange, as determined by the Committee in good faith, and (ii) the aggregate per Share value of any distributions or dividends (A) paid with respect to Shares between the Vesting Commencement Date and the Measurement Date or (B) approved for distribution within the next quarter but not yet paid.

(b) Service Vesting. Subject to Sections 3(c) and 3(d), the PSUs shall vest on the Measurement Date, subject to the Participant's continued employment through such date.

(c) Termination of Employment.

(i) Within One Year of the Vesting Commencement Date . If the Participant incurs a Termination of Employment prior to the first anniversary of the Vesting Commencement Date (and prior to a Change in Control):

(1) If the Termination of Employment is by the Company without Cause or by the Participant for Good Reason (if Good Reason applies to this award, as set forth below), subject to the Participant's timely execution of a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees, the Target Number of PSUs shall be reduced such that the Target Number of PSUs outstanding under the Agreement shall be equal the Target Number of PSUs (before taking into account the reduction set forth in this Section 3(c)(i)(1)), multiplied by a fraction, the numerator of which is the number of calendar days from the Vesting Commencement Date to the date of such Termination of Employment, and the denominator of which is the total number of days in the Performance Period. For the avoidance of doubt, all references to "Target Number of PSUs" shall, following such Termination of Employment, refer to the Target Number of PSUs as reduced pursuant to this Section 3(c)(i)(1). For purposes of this Agreement, if the Participant is party to an employment agreement, offer letter, consulting agreement or similar agreement with the Company or one of its Affiliates (as applicable, an "Employment Agreement") that defines "good reason" (or words of like import), "Good Reason" shall have the meaning set forth in the Employment Agreement. If the Participant is not party to an Employment Agreement or if the Employment Agreement does not define "good reason" (or words of like import), the term "Good Reason" does not apply to this Award.

(2) If the Termination of Employment is due to any other reason except as described in Section 3(c)(i)(1) (including, for the avoidance of doubt, any resignation by the Participant for any reason if the Participant is not party to an Employment Agreement or if the Employment Agreement does not define "good reason" (or terms of like import)), then all unvested PSUs shall be immediately forfeited and cancelled for no consideration.

(ii) On or Following the First Anniversary of the Vesting Commencement Date . If the Participant incurs a Termination of Employment on or following the first anniversary of the Vesting Commencement Date (and prior to a Change in Control):

(1) If the Termination of Employment is by the Company without Cause, due to the Participant's death or Disability, or by the Participant for Good Reason (if Good Reason applies to this award) then,

subject to the Participant's timely execution of a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees, the Target Number of PSUs shall be reduced such that the Target Number of PSUs outstanding under the Agreement shall be equal the Target Number of PSUs (before taking into account the reduction set forth in this Section 3(c)(ii)(1)), multiplied by a fraction, the numerator of which is the number of calendar days from the Vesting Commencement Date to the date of such Termination of Employment, and the denominator of which is the total number of days in the Performance Period. For the avoidance of doubt, all references to "Target Number of PSUs" shall, following such Termination of Employment, refer to the Target Number of PSUs as reduced pursuant to this Section 3(c)(ii)(1).

(2) If the Participant incurs a Termination of Employment prior to a Change in Control due to any other reason except as described in Section 3(c)(ii)(1) (including, for the avoidance of doubt, any resignation by the Participant for any reason if the Participant is not party to an Employment Agreement or if the Employment Agreement does not define "good reason" (or terms of like import)), then all outstanding unvested PSUs shall be immediately forfeited and cancelled for no consideration.

(d) Change in Control. In connection with a Change in Control, all unvested PSUs shall fully vest based on the applicable Adjusted Equity Value as of the occurrence of such Change in Control.

4. Settlement. Subject to Section 6, the Company shall, at the discretion of the Committee, issue either one Share or cash in an amount equal to the Fair Market Value of one Share, or any combination thereof, to the Participant for each Earned PSU that becomes vested as of the Measurement Date on the earlier of (a) the consummation of a Change in Control and (b) 30 days following the date on which such PSU becomes vested.

5. Dividend Equivalents; Rights as Member. Until such time as the PSUs have been settled pursuant to Section 4, the Participant shall have no rights as a holder of Common Stock, including, without limitation, any right to dividends or other distributions or any right to vote. Notwithstanding the foregoing, if the Company declares any cash dividend the record date of which occurs while the PSUs are outstanding, the Participant shall be credited a dividend equivalent in an amount equal to the dividend that would have been paid on the Common Stock underlying the PSUs had such shares been outstanding on such record date. Any such dividend equivalents shall be subject to the same vesting conditions applicable to the underlying PSU with respect to which they accrue, and shall, if the underlying PSU vests, be paid by the earlier of (a) the consummation of a Change in Control and (b) 30 days following the applicable vesting date.

6. Taxes. The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state,

local, and foreign taxes of any kind that the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule, or regulation with respect to the PSUs and, if the Participant fails to do so, the Company may refuse to issue or transfer any Common Stock or dividend equivalents otherwise required to be issued pursuant to this Agreement. Unless as otherwise agreed to by the parties hereto, any withholding obligation with regard to the Participant (up to the maximum statutory rate) may be satisfied by reducing the number of Shares otherwise deliverable to Participant hereunder.

7. Non-Transferability. The PSUs may not, at any time prior to being settled, be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by the Participant, other than by will or by the laws of descent and distribution. Any such purported assignment, alienation, pledge, attachment, sale, transfer, or encumbrance shall be void and unenforceable against the Company.

8. Securities Law Representations. The Participant acknowledges that the Common Stock underlying the PSUs is not being registered under the Securities Act, based, in part, on reliance upon an exemption from registration under Rule 701 or Regulation D promulgated under the Securities Act and a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time. The Participant, by executing this Agreement, hereby makes the following representations to the Company and acknowledges that the Company's reliance on federal and state securities law exemptions from registration and qualification is predicated, in substantial part, upon the accuracy of these representations:

(a) Investment Purpose. The Participant is acquiring the PSUs solely for the Participant's own account, for investment purposes only, and not with a view or an intent to sell, or to offer for resale in connection with any unregistered distribution, all or any portion of Shares underlying the PSUs within the meaning of the Securities Act and/or any applicable state securities laws.

(b) Knowledge. The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the PSUs. The Participant has been furnished with, and/or has access to, such information as the Participant considers necessary or appropriate for deciding whether to acquire the Common Stock underlying the PSUs. In evaluating the merits and risks of an investment in the Common Stock underlying the PSUs, however, the Participant has and will rely only upon the advice of the Participant's own legal counsel, tax advisors, and/or investment advisors.

(c) Risk of Loss. The Participant is aware that any value the PSUs may have depends on vesting and certain other factors, and that any investment in Common Stock of a privately held corporation such as the Company is non-marketable, nontransferable, and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

(d) Resales. The Participant understands that the PSUs will be characterized as "restricted securities" under the federal securities laws and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act

only in certain limited circumstances, including in accordance with the conditions of Rule 144 promulgated under the Securities Act, as presently in effect. The Participant represents that the Participant is familiar with Rule 144 promulgated under the Securities Act and understands the resale limitations imposed thereby and by the Securities Act and the applicable state securities law.

(e) Restrictions. The Participant has read and understands the restrictions, limitations, and the Company's rights set forth in the Plan and this Agreement that will be imposed on the PSUs and any Common Stock issued in respect of the PSUs.

(f) Non-Reliance. The Participant has not relied upon any oral representation made to the Participant relating to the PSUs or the Common Stock or upon information presented in any promotional meeting or material relating to the PSUs.

(g) Legends. The Participant understands and acknowledges that (i) any certificate evidencing the Common Stock (or evidencing any other securities issued with respect thereto pursuant to any stock split, stock dividend, merger, or other form of reorganization or recapitalization) when issued shall bear any legends that may be required by applicable federal and state securities laws, this Agreement, the Plan, or any stockholders' agreement that may be in place from time to time; and (ii) the Company has no obligation to register the Common Stock or file any registration statement under federal or state securities laws. The Committee reserves the right to account for Common Stock through book-entry or other electronic means rather than the issuance of stock certificates.

9. Miscellaneous.

(a) Confidentiality. The Participant agrees to keep confidential the terms of this Agreement, unless and until such terms have been disclosed publicly other than through a breach by the Participant of this covenant. This provision shall not prohibit the Participant from providing this information on a confidential and privileged basis to the Participant's attorneys, financial advisors, or accountants for purposes of obtaining legal, financial, or tax advice or as otherwise required by law.

(b) Compliance with Laws. The grant of PSUs and the issuance of Common Stock hereunder shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules, and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act, and in each case any respective rules and regulations promulgated thereunder) and any other law, rule, regulation, or exchange requirement applicable thereto.

(c) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, and heirs of the Participant.

(d) No Waiver; Amendment. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any

subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach. This Agreement may be amended or modified only by a written instrument executed by the Participant and the Company.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) No Right to Service. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant, or director of any Company Entity or shall interfere with or restrict in any way the right of any Company Entity to remove, terminate, or discharge the Participant at any time for any reason whatsoever.

(g) Unfunded Plan. The Award of PSUs is unfunded and the Participant shall be considered an unsecured creditor of the Company with respect to the Company's obligations, if any, to issue Common Stock pursuant to this Agreement. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Participant and any Company Entity or any other Person.

(h) Entire Agreement. This Agreement, the Grant Notice, the Restrictive Covenant Agreement, and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations, and negotiations with respect thereto.

(i) Bound by the Plan. By signing this Agreement, the Participant acknowledges that the Participant has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan. In the event of any conflict between the Plan and this Agreement, this Agreement shall control.

(j) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(k) Business Days. If any time period for giving notice or taking action hereunder expires on a day that is a Saturday, Sunday, or holiday in the state in which the Company's principal executive office is located, the time period shall be automatically extended to the business day immediately following such Saturday, Sunday, or holiday.

(l) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

(n) Section 409A of the Code. It is intended that the PSUs granted pursuant to this Agreement and the provisions of this Agreement be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.

(o) Consent to Electronic Delivery; Electronic Signature. In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, without limitation, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet or third party website to which the Participant has access. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that the Participant's electronic signature is the same as, and shall have the same force and effect as, the Participant's manual signature.

(p) Forfeiture and Clawback Provisions. Notwithstanding any other provision in this Agreement, the Grant Notice or the Plan, the PSUs (including any proceeds, gains or other economic benefit actually or constructively received with respect thereto) shall, unless otherwise determined by the Committee or required by applicable law, be subject to the provisions of any clawback policy implemented by the Company or otherwise required by applicable law, whether or not such clawback policy was in place at the Date of Grant and whether or not the PSUs are vested. In addition, if the Participant incurs a Termination of Employment for Cause (or, following a Termination, the Company discovers that grounds for Termination for Cause existed at the time of Termination) or breaches any of the restrictive covenants set forth in the Restrictive Covenant Agreement, then the Participant shall automatically and immediately forfeit to the Company for no consideration: (i) all of the PSUs (whether vested or not vested), (ii) all Shares previously received on settlement of the PSUs (the "Award Shares") held by the Participant and, (iii) in the event the Participant has sold or otherwise disposed of any Award Shares, the amount of any cash proceeds received from such sale or disposition, in each case, effective as of the date of such Termination for Cause (or determination that grounds for termination for Cause existed, as applicable) or the breach of the Restrictive Covenant Agreement, as applicable.

* * * *

TALEN ENERGY CORPORATION
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD NOTICE

Pursuant to the terms and conditions of the Talen Energy Corporation 2023 Equity Incentive Plan, as amended from time to time (the "Plan"), Talen Energy Corporation, a Delaware corporation (the "Company"), hereby grants to the individual listed below ("you" or the "Participant") an award of performance-based restricted stock units (the "PSUs") in respect of the number of Shares set forth below. This award of PSUs (this "Award") is subject to the terms and conditions set forth herein and in the Performance-Based Restricted Stock Unit Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, each of which is incorporated herein by reference. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

Participant:	[●]
Date of Grant:	[●]
Target Number of PSUs:	[●]
Vesting Commencement Date:	[●]

By your signature below, you agree to be bound by the terms and conditions of the Plan, the Agreement, and this Performance-Based Restricted Stock Unit Grant Notice (this "Grant Notice"). You acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan, and this Grant Notice. You hereby agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee regarding any questions or determinations that arise under the Agreement, the Plan, or this Grant Notice. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Notice as of the date first written above.

TALEN ENERGY CORPORATION

By: _____

Name: [*Name*]
Title: [*Title*]

_____

[*Signature Page to Performance-Based Restricted Stock Unit Award Notice*]

TALEN ENERGY CORPORATION
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT (this " Agreement") is entered into by and between the Company and the Participant as of the Date of Grant set forth in the Grant Notice to which this Agreement is attached. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant the Participant PSUs on the terms and subject to the conditions set forth in this Agreement and the Plan.

NOW THEREFORE, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and their successors and assigns, hereby agree as follows:

1. Grant of PSUs.

(a) Grant. The Company hereby grants to the Participant the number of PSUs set forth in the Grant Notice on the terms and conditions set forth in the Grant Notice, this Agreement, and the Plan.

(b) Incorporation by Reference. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan.

2. Vesting.

(a) Performance Vesting . The "Measurement Date" applicable to the PSUs shall be the earlier of (i) the consummation of a Change in Control and (ii) the third anniversary of the Vesting Commencement Date, and the period beginning on the Vesting Commencement Date and ending on the Measurement Date is referred to herein as the "Performance Period." The Committee shall determine the actual number of PSUs earned by the Participant (the "Earned PSUs") no later than (x) immediately prior to the consummation of a Change in Control, if the Measurement Date is the consummation of a Change in Control, or (y) 90 days following the Measurement Date, in any other case. The number of Earned PSUs shall be determined as a percentage of the Target Number of PSUs based on the level of Adjusted Equity Value achievement as set forth in the table below. Linear interpolation shall be used to determine the number of Earned PSUs to the extent that the Adjusted Equity Value is between the Threshold and Maximum amounts set forth in the table below. For the avoidance of doubt, if the Adjusted Equity Value is less than the Threshold set forth in the table below, none of the PSUs will become Earned PSUs. To the extent that the Adjusted Equity Value as of the Measurement Date exceeds the Maximum set forth in the table below, the Company will allocate an additional number of Earned PSUs (the "Kicker PSUs") to all Participants who have not incurred a

Termination prior to the Measurement Date and who hold Eligible PSUs (as defined below) that (excluding the Kicker PSUs) will become Earned PSUs as of such Measurement Date (each such Participant, an "Eligible Participant"). The aggregate number of Kicker PSUs to be delivered to all Eligible Participants shall be equal to (x) one percent of the product of (A) the amount by which the Adjusted Equity Value as of the Measurement Date exceeds the Maximum Adjusted Equity Value set forth in the table below and (B) the total number of Shares outstanding as of the Measurement Date, *divided by* (y) the Fair Market Value of a Share as of the Measurement Date (which, in the case of a Change in Control, shall be the implied per Share value achieved in connection with such Change in Control). The number of Kicker PSUs allocated to each Eligible Participant shall be determined based on the number of Eligible PSUs (excluding the Kicker PSUs) held by the Eligible Participant that become Earned PSUs as of the Measurement Date as a fraction of all Eligible PSUs held by all Eligible Participants that become Earned PSUs as of the Measurement Date. Any Earned PSUs shall time-vest in accordance with Section 2(b).

Performance Level	**Adjusted Equity Value (per Share)**	**Earned PSUs (% of Target Number of PSUs)**
Threshold	$42.35	0%
Target	$52.52	100%
Maximum	$73.69	200%
Above Maximum	>$73.69	1% of market capitalization implied by Adjusted Equity Value in excess of Maximum are allocated as incremental Earned PSUs (as described above)

"Adjusted Equity Value" means a per Share amount equal to the sum of (i) (A) if the Measurement Date is a Change in Control, the implied per Share value achieved in connection with such Change in Control or (B) if the Measurement Date is not a Change in Control, the per Share value (I) if the Company is listed on a national securities exchange, based on the 120-Day VWAP, or (II) if the Company is not listed on a national securities exchange, as determined by the Committee in good faith, and (ii) the aggregate per Share value of any distributions or dividends (A) paid with respect to Shares between the Vesting Commencement Date and the Measurement Date or (B) approved for distribution within the next quarter but not yet paid.

"Eligible PSUs" means all PSUs granted by the Company pursuant to an award agreement that provides for the grant of Kicker PSUs upon achievement of Adjusted Equity Value above the Maximum.

(b) Service Vesting. Subject to Sections 2(c) and 2(d), the PSUs shall vest on the Measurement Date, subject to the Participants continued service through such date.

(c) Termination of Directorship.

(i) Within One Year of the Vesting Commencement Date . If the Participant incurs a Termination of Directorship prior to the first anniversary of the Vesting Commencement Date (and prior to a Change in Control):

(1) If the Termination of Directorship is by the Company without Cause, subject to Participant's timely execution of a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees, the Target Number of PSUs shall be reduced such that the Target Number of PSUs outstanding under the Agreement shall be equal the Target Number of PSUs (before taking into account the reduction set forth in this Section 2(c)(i)(1)), multiplied by a fraction, the numerator of which is the number of calendar days from the Vesting Commencement Date to the date of such Termination of Directorship, and the denominator of which is the total number of days in the Performance Period. For the avoidance of doubt, all references to "Target Number of PSUs" shall, following such Termination of Directorship, refer to the Target Number of PSUs as reduced pursuant to this Section 2(c)(i)(1).

(2) If the Termination of Directorship is due to any other reason except as described in Section 2(c)(i)(1), then all unvested PSUs shall be immediately forfeited and cancelled for no consideration.

(ii) On or Following the First Anniversary of the Vesting Commencement Date . If the Participant incurs a Termination of Directorship on or following the first anniversary of the Vesting Commencement Date (and prior to a Change in Control):

(1) If the Termination of Directorship is by the Company without Cause or due to the Participant's death or Disability then, subject to Participant's timely execution of a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees, the Target Number of PSUs shall be reduced such that the Target Number of PSUs outstanding under the Agreement shall be equal the Target Number of PSUs (before taking into account the reduction set forth in this Section 2(c)(ii)(1)), multiplied by a fraction, the numerator of which is the number of calendar days from the Vesting Commencement Date to the date of such Termination of Directorship, and the denominator of which is the total number of days in the Performance Period. For the avoidance of doubt, all references to "Target Number of PSUs" shall, following such Termination of Directorship, refer to the Target Number of PSUs as reduced pursuant to this Section 2(c)(ii)(1).

(2) If the Participant incurs a Termination of Directorship prior to a Change in Control due to any other reason except as described as described in Section 2(c)(ii)(1), then all outstanding unvested PSUs shall be immediately forfeited and cancelled for no consideration.

(d) Change in Control. In connection with a Change in Control, all unvested PSUs shall fully vest based on the applicable Adjusted Equity Value as of the occurrence of such Change in Control.

3. Settlement. Subject to Section 5, the Company shall, at the discretion of the Committee, issue either one Share or cash in an amount equal to the Fair Market Value of one Share, or any combination thereof, to the Participant for each Earned PSU that becomes vested as of the Measurement Date on the earlier of (a) the consummation of a Change in Control and (b) 30 days following the date on which such PSU becomes vested (including, for the avoidance of doubt any Kicker PSUs).

4. Dividend Equivalents; Rights as Member. Until such time as the PSUs have been settled pursuant to Section 3, the Participant shall have no rights as a holder of Common Stock, including, without limitation, any right to dividends or other distributions or any right to vote. Notwithstanding the foregoing, if the Company declares any cash dividend the record date of which occurs while the PSUs are outstanding, the Participant shall be credited a dividend equivalent in an amount equal to the dividend that would have been paid on the Common Stock underlying the PSUs had such shares been outstanding on such record date. Any such dividend equivalents shall be subject to the same vesting conditions applicable to the underlying PSU with respect to which they accrue, and shall, if the underlying PSU vests, be paid by the earlier of (a) the consummation of a Change in Control and (b) 30 days following the applicable vesting date.

5. Taxes. The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local, and foreign taxes of any kind that the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule, or regulation with respect to the PSUs and, if the Participant fails to do so, the Company may refuse to issue or transfer any Common Stock or dividend equivalents otherwise required to be issued pursuant to this Agreement. Unless as otherwise agreed to by the parties hereto, any withholding obligation with regard to the Participant (up to the maximum statutory rate) may be satisfied by reducing the number of Shares otherwise deliverable to Participant hereunder.

6. Non-Transferability. The PSUs may not, at any time prior to being settled, be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by the Participant, other than by will or by the laws of descent and distribution. Any such purported assignment, alienation, pledge, attachment, sale, transfer, or encumbrance shall be void and unenforceable against the Company.

7. Securities Law Representations. The Participant acknowledges that the Common Stock underlying the PSUs is not being registered under the Securities Act, based, in part, on

reliance upon an exemption from registration under Rule 701 or Regulation D promulgated under the Securities Act and a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time. The Participant, by executing this Agreement, hereby makes the following representations to the Company and acknowledges that the Company's reliance on federal and state securities law exemptions from registration and qualification is predicated, in substantial part, upon the accuracy of these representations:

(a) Investment Purpose. The Participant is acquiring the PSUs solely for the Participant's own account, for investment purposes only, and not with a view or an intent to sell, or to offer for resale in connection with any unregistered distribution, all or any portion of Shares underlying the PSUs within the meaning of the Securities Act and/or any applicable state securities laws.

(b) Knowledge. The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the PSUs. The Participant has been furnished with, and/or has access to, such information as the Participant considers necessary or appropriate for deciding whether to acquire the Common Stock underlying the PSUs. In evaluating the merits and risks of an investment in the Common Stock underlying the PSUs, however, the Participant has and will rely only upon the advice of the Participant's own legal counsel, tax advisors, and/or investment advisors.

(c) Risk of Loss. The Participant is aware that any value the PSUs may have depends on vesting and certain other factors, and that any investment in Common Stock of a privately held corporation such as the Company is non-marketable, nontransferable, and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

(d) Resales. The Participant understands that the PSUs will be characterized as "restricted securities" under the federal securities laws and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances, including in accordance with the conditions of Rule 144 promulgated under the Securities Act, as presently in effect. The Participant represents that the Participant is familiar with Rule 144 promulgated under the Securities Act and understands the resale limitations imposed thereby and by the Securities Act and the applicable state securities law.

(e) Restrictions. The Participant has read and understands the restrictions, limitations, and the Company's rights set forth in the Plan and this Agreement that will be imposed on the PSUs and any Common Stock issued in respect of the PSUs.

(f) Non-Reliance. The Participant has not relied upon any oral representation made to the Participant relating to the PSUs or the Common Stock or upon information presented in any promotional meeting or material relating to the PSUs.

(g) Legends. The Participant understands and acknowledges that (i) any certificate evidencing the Common Stock (or evidencing any other securities issued with respect

thereto pursuant to any stock split, stock dividend, merger, or other form of reorganization or recapitalization) when issued shall bear any legends that may be required by applicable federal and state securities laws, this Agreement, the Plan, or any stockholders' agreement that may be in place from time to time; and (ii) the Company has no obligation to register the Common Stock or file any registration statement under federal or state securities laws. The Committee reserves the right to account for Common Stock through book-entry or other electronic means rather than the issuance of stock certificates.

8. Miscellaneous.

(a) Confidentiality. The Participant agrees to keep confidential the terms of this Agreement, unless and until such terms have been disclosed publicly other than through a breach by the Participant of this covenant. This provision shall not prohibit the Participant from providing this information on a confidential and privileged basis to the Participant's attorneys, financial advisors, or accountants for purposes of obtaining legal, financial, or tax advice or as otherwise required by law.

(b) Compliance with Laws. The grant of PSUs and the issuance of Common Stock hereunder shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules, and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act, and in each case any respective rules and regulations promulgated thereunder) and any other law, rule, regulation, or exchange requirement applicable thereto.

(c) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, and heirs of the Participant.

(d) No Waiver; Amendment. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach. This Agreement may be amended or modified only by a written instrument executed by the Participant and the Company.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) No Right to Service. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant, or director of any Company Entity or shall interfere with or restrict in any way the right of any Company Entity to remove, terminate, or discharge the Participant at any time for any reason whatsoever.

(g) Unfunded Plan. The Award of PSUs is unfunded and the Participant shall be considered an unsecured creditor of the Company with respect to the Company's obligations, if any, to issue Common Stock pursuant to this Agreement. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Participant and any Company Entity or any other Person.

(h) Entire Agreement. This Agreement, the Grant Notice and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations, and negotiations with respect thereto.

(i) Bound by the Plan. By signing this Agreement, the Participant acknowledges that the Participant has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan. In the event of any conflict between the Plan and this Agreement, this Agreement shall control.

(j) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(k) Business Days. If any time period for giving notice or taking action hereunder expires on a day that is a Saturday, Sunday, or holiday in the state in which the Company's principal executive office is located, the time period shall be automatically extended to the business day immediately following such Saturday, Sunday, or holiday.

(l) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

(n) Section 409A of the Code. It is intended that the PSUs granted pursuant to this Agreement and the provisions of this Agreement be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.

(o) Consent to Electronic Delivery; Electronic Signature. In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, without limitation, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports and all other forms of

communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet or third party website to which the Participant has access. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that the Participant's electronic signature is the same as, and shall have the same force and effect as, the Participant's manual signature.

(p) Forfeiture and Clawback Provisions. Notwithstanding any other provision in this Agreement, the Grant Notice or the Plan, the PSUs (including any proceeds, gains or other economic benefit actually or constructively received with respect thereto) shall, unless otherwise determined by the Committee or required by applicable law, be subject to the provisions of any clawback policy implemented by the Company or otherwise required by applicable law, whether or not such clawback policy was in place at the Date of Grant and whether or not the PSUs are vested. In addition, if the Participant incurs a Termination of Directorship for Cause (or, following a Termination, the Company discovers that grounds for Termination for Cause existed at the time of Termination), then the Participant shall automatically and immediately forfeit to the Company for no consideration: (i) all of the PSUs (whether vested or not vested), (ii) all Shares previously received on settlement of the PSUs (the "Award Shares") held by the Participant and, (iii) in the event the Participant has sold or otherwise disposed of any Award Shares, the amount of any cash proceeds received from such sale or disposition, in each case, effective as of the date of such Termination for Cause (or determination that grounds for termination for Cause existed, as applicable).

* * * *

TALEN ENERGY CORPORATION
RESTRICTED STOCK UNIT AWARD NOTICE (NON-EMPLOYEE DIRECTOR FORM)

Pursuant to the terms and conditions of the Talen Energy Corporation 2023 Equity Incentive Plan, as amended from time to time (the "Plan"), Talen Energy Corporation, a Delaware corporation (the "Company"), hereby grants to the individual listed below ("you" or the "Participant") an award of Restricted Stock Units (the "RSUs") in respect of the number of Shares set forth below. This award of RSUs (this "Award") is subject to the terms and conditions set forth herein and in the Restricted Stock Unit Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, each of which is incorporated herein by reference. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

Participant: [●]

Date of Grant: [●]

Total Number of RSUs: [●]

Vesting Commencement Date: [●]

Vesting Schedule: Subject to the Agreement (including Section 2 thereof), the Plan and the other terms and conditions set forth herein, the RSUs will vest according to the following schedule, so long as the Participant has not incurred as Termination of Directorship prior to the applicable vesting date:

Vesting Date	**Percentage of RSUs That Vest**
First anniversary of the Vesting Commencement Date	33 1/3%
Second anniversary of the Vesting Commencement Date	33 1/3%
Third anniversary of the Vesting Commencement Date	33 1/3%

By your signature below, you agree to be bound by the terms and conditions of the Plan, the Agreement, and this Restricted Stock Unit Grant Notice (this "Grant Notice"). You acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan, and this Grant Notice. You hereby agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee regarding any questions or determinations that arise under the Agreement, the Plan, or this Grant Notice. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Notice as of the date first written above.

TALEN ENERGY CORPORATION

By: _____
Name: [*Name*]
Title: [*Title*]

_____
[*Participant*]

[*Signature Page to Restricted Stock Unit Award Notice*]

TALEN ENERGY CORPORATION
RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this " Agreement") is entered into by and between the Company and the Participant as of the Date of Grant set forth in the Grant Notice to which this Agreement is attached. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Plan.

WHEREAS, the Committee has determined that it would be in the best interests of the Company and its stockholders to grant the Participant RSUs on the terms and subject to the conditions set forth in this Agreement and the Plan.

NOW THEREFORE, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and their successors and assigns, hereby agree as follows:

1. Grant of RSUs.

(a) Grant. The Company hereby grants to the Participant the number of RSUs set forth in the Grant Notice on the terms and conditions set forth in the Grant Notice, this Agreement, and the Plan.

(b) Incorporation by Reference. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan.

2. Vesting.

(a) Normal Vesting. Subject to Sections 2(b) and 2(c), the RSUs shall vest in accordance with the vesting schedule set forth in the Grant Notice.

(b) Termination of Directorship. If the Participant incurs a Termination of Directorship for any reason, then all unvested RSUs shall be immediately forfeited and cancelled for no consideration.

(c) Change in Control. All unvested RSUs shall fully vest as of the occurrence of a Change in Control, subject to the Participant not incurring a Termination of Directorship prior to the Change in Control.

3. Settlement. Subject to Section 5, the Company shall, at the discretion of the Committee, issue either one Share or cash in an amount equal to the Fair Market Value of one Share, or any combination thereof, to the Participant for each RSU that becomes vested hereunder by the earlier of (a) the consummation of a Change in Control and (b) 30 days following the date on which such RSU becomes vested.

4. Dividend Equivalents; Rights as Member. Until such time as the RSUs have been settled pursuant to Section 3, the Participant shall have no rights as a holder of Common Stock, including, without limitation, any right to dividends or other distributions or any right to vote. Notwithstanding the foregoing, if the Company declares any cash dividend the record date of which occurs while the RSUs are outstanding, the Participant shall be credited a dividend equivalent in an amount equal to the dividend that would have been paid on the Common Stock underlying the RSUs had such shares been outstanding on such record date. Any such dividend equivalents shall be subject to the same vesting conditions applicable to the underlying RSU with respect to which they accrue, and shall, if the underlying RSU vests, be paid by the earlier of (a) the consummation of a Change in Control and (b) 30 days following the applicable vesting date.

5. Taxes. The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local, and foreign taxes of any kind that the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule, or regulation with respect to the RSUs and, if the Participant fails to do so, the Company may refuse to issue or transfer any Common Stock or dividend equivalents otherwise required to be issued pursuant to this Agreement. Unless as otherwise agreed to by the parties hereto, any withholding obligation with regard to the Participant (up to the maximum statutory rate) may be satisfied by reducing the number of Shares otherwise deliverable to Participant hereunder.

6. Non-Transferability. The RSUs may not, at any time prior to being settled, be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by the Participant, other than by will or by the laws of descent and distribution. Any such purported assignment, alienation, pledge, attachment, sale, transfer, or encumbrance shall be void and unenforceable against the Company.

7. Restrictions on Transfer of Award Shares . The Participant agrees not to sell, contract to sell, grant any option to purchase, transfer the economic risk of ownership in, make any short sale of, pledge or otherwise transfer or dispose of, any interest in any Shares received upon settlement of the RSUs (each, an "Award Share") for the period ending on the earlier of (a) a Change in Control and (b) the third anniversary of the Vesting Commencement Date. The Participant acknowledges and agrees that any Award Share will be subject to legends, stop transfer orders or any other similar restriction that the Company deems reasonably necessary to effectuate the provisions set forth in this Section 7.

8. Securities Law Representations. The Participant acknowledges that the Common Stock underlying the RSUs is not being registered under the Securities Act, based, in part, on reliance upon an exemption from registration under Rule 701 or Regulation D promulgated under the Securities Act and a comparable exemption from qualification under applicable state securities laws, as each may be amended from time to time. The Participant, by executing this Agreement, hereby makes the following representations to the Company and acknowledges that the Company's reliance on federal and state securities law exemptions from registration and qualification is predicated, in substantial part, upon the accuracy of these representations:

(a) Investment Purpose. The Participant is acquiring the RSUs solely for the Participant's own account, for investment purposes only, and not with a view or an intent to sell, or to offer for resale in connection with any unregistered distribution, all or any portion of Shares underlying the RSUs within the meaning of the Securities Act and/or any applicable state securities laws.

(b) Knowledge. The Participant has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the RSUs. The Participant has been furnished with, and/or has access to, such information as the Participant considers necessary or appropriate for deciding whether to acquire the Common Stock underlying the RSUs. In evaluating the merits and risks of an investment in the Common Stock underlying the RSUs, however, the Participant has and will rely only upon the advice of the Participant's own legal counsel, tax advisors, and/or investment advisors.

(c) Risk of Loss. The Participant is aware that any value the RSUs may have depends on vesting and certain other factors, and that any investment in Common Stock of a privately held corporation such as the Company is non-marketable, nontransferable, and could require capital to be invested for an indefinite period of time, possibly without return, and at substantial risk of loss.

(d) Resales. The Participant understands that the RSUs will be characterized as "restricted securities" under the federal securities laws and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances, including in accordance with the conditions of Rule 144 promulgated under the Securities Act, as presently in effect. The Participant represents that the Participant is familiar with Rule 144 promulgated under the Securities Act and understands the resale limitations imposed thereby and by the Securities Act and the applicable state securities law.

(e) Restrictions. The Participant has read and understands the restrictions, limitations, and the Company's rights set forth in the Plan and this Agreement that will be imposed on the RSUs and any Common Stock issued in respect of the RSUs.

(f) Non-Reliance. The Participant has not relied upon any oral representation made to the Participant relating to the RSUs or the Common Stock or upon information presented in any promotional meeting or material relating to the RSUs.

(g) Legends. The Participant understands and acknowledges that (i) any certificate evidencing the Common Stock (or evidencing any other securities issued with respect thereto pursuant to any stock split, stock dividend, merger, or other form of reorganization or recapitalization) when issued shall bear any legends that may be required by applicable federal and state securities laws, this Agreement, the Plan, or any stockholders' agreement that may be in place from time to time; and (ii) the Company has no obligation to register the Common Stock or file any registration statement under federal or state securities laws. The Committee reserves the right to account for Common Stock through book-entry or other electronic means rather than the issuance of stock certificates.

9. Miscellaneous.

(a) Confidentiality. The Participant agrees to keep confidential the terms of this Agreement, unless and until such terms have been disclosed publicly other than through a breach by the Participant of this covenant. This provision shall not prohibit the Participant from providing this information on a confidential and privileged basis to the Participant's attorneys, financial advisors, or accountants for purposes of obtaining legal, financial, or tax advice or as otherwise required by law.

(b) Compliance with Laws. The grant of RSUs and the issuance of Common Stock hereunder shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules, and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act, and in each case any respective rules and regulations promulgated thereunder) and any other law, rule, regulation, or exchange requirement applicable thereto.

(c) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, and heirs of the Participant.

(d) No Waiver; Amendment. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach. This Agreement may be amended or modified only by a written instrument executed by the Participant and the Company.

(e) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(f) No Right to Service. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant, or director of any Company Entity or shall interfere with or restrict in any way the right of any Company Entity to remove, terminate, or discharge the Participant at any time for any reason whatsoever.

(g) Unfunded Plan. The Award of RSUs is unfunded and the Participant shall be considered an unsecured creditor of the Company with respect to the Company's obligations, if any, to issue Common Stock pursuant to this Agreement. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Participant and any Company Entity or any other Person.

(h) Entire Agreement. This Agreement, the Grant Notice and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations, and negotiations with respect thereto.

(i) Bound by the Plan. By signing this Agreement, the Participant acknowledges that the Participant has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan. In the event of any conflict between the Plan and this Agreement, this Agreement shall control.

(j) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(k) Business Days. If any time period for giving notice or taking action hereunder expires on a day that is a Saturday, Sunday, or holiday in the state in which the Company's principal executive office is located, the time period shall be automatically extended to the business day immediately following such Saturday, Sunday, or holiday.

(l) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

(n) Section 409A of the Code. It is intended that the RSUs granted pursuant to this Agreement and the provisions of this Agreement be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code.

(o) Consent to Electronic Delivery; Electronic Signature. In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, without limitation, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet or third party website to which the Participant has access. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that the Participant's electronic signature is the same as, and shall have the same force and effect as, the Participant's manual signature.

(p) Forfeiture and Clawback Provisions. Notwithstanding any other provision in this Agreement, the Grant Notice or the Plan, the RSUs (including any proceeds, gains or other economic benefit actually or constructively received with respect thereto) shall, unless otherwise determined by the Committee or required by applicable law, be subject to the provisions of any clawback policy implemented by the Company or otherwise required by applicable law, whether or not such clawback policy was in place at the Date of Grant and whether or not the RSUs are vested.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by and between Talen Energy Corporation, a Delaware corporation (the "Company"), and Mark A. McFarland ("Employee") effective as of May 17, 2023 (the "Effective Date").

1. **Employment**. During the Employment Period (as defined below), the Company shall employ Employee, and Employee shall serve, as President and Chief Executive Officer of the Company and in such other position or positions as may be assigned from time to time by the board of directors (the "Board") of the Company. Employee shall be appointed as a member of the Board effective as of the beginning of the Term (as defined below), and during the Employment Period will be nominated by the Board for re-election upon the expiration of his term as a director. In addition, if requested by the Company, Employee shall serve as an officer or member of the board of directors of any subsidiaries or affiliates of the Company without additional compensation.

2. **Duties and Responsibilities of Employee**.

(a) During the Employment Period, Employee shall actively engage in the business and affairs of the Company (together with its direct and indirect subsidiaries, the "Company Group") as may be requested by the Board from time to time, devote such amount of Employee's business time and attention as is reasonably necessary to manage the business and affairs of the Company, which amount of time will constitute substantially all of Employee's business time. Employee's duties and responsibilities shall include those normally incidental to the position(s) identified in Section 1, as well as such additional duties as may be assigned to Employee by the Board from time to time, which duties and responsibilities may include providing services to other members of the Company Group in addition to the Company. Employee may, without violating this Section 2(a), (i) as a passive investment, own publicly traded securities in such form or manner as will not require any services by Employee in the operation of the entities in which such securities are owned; (ii) engage in charitable and civic activities; (iii) with the prior written consent of the Board, engage in other personal and passive investment activities; (iv) serve on the board of directors at California Resources Corporation as a non-employee director; and (v) with the prior written consent of the Board, serve on the board of directors of one other for-profit corporation, so long as such engagements, ownership, interests or activities do not interfere with Employee's ability to fulfill Employee's duties and responsibilities under this Agreement and are not inconsistent with Employee's obligations to any member of the Company Group or competitive with the business of any member of the Company Group.

(b) Employee hereby represents and warrants that Employee is not the subject of, or a party to, any non-competition or non-solicitation covenant, non-disclosure agreement, or any other agreement, obligation, restriction or understanding that would prohibit Employee from executing this Agreement or fully performing each of Employee's duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect any of the duties and responsibilities that may now or in the future be assigned to Employee hereunder. Employee expressly acknowledges and agrees that Employee is strictly prohibited from using or disclosing

any confidential information belonging to any prior employer in the course of performing services for any member of the Company Group, and Employee promises that Employee shall not do so. Employee shall not introduce documents or other materials containing confidential information of any prior employer to the premises or property (including computers and computer systems) of any member of the Company Group.

(c) Employee owes each member of the Company Group fiduciary duties, and the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Employee owes each member of the Company Group under statutory and common law.

3. **Compensation**.

(a) Base Salary. During the Employment Period, the Company shall pay to Employee an annualized base salary of $1,125,000 (the "Base Salary") in consideration for Employee's services under this Agreement, payable in substantially equal installments in conformity with the Company's customary payroll practices for similarly situated employees as may exist from time to time, but no less frequently than twice per month. The Base Salary shall be subject to annual review by the Compensation Committee of the Board (the "Compensation Committee") and may be increased, but not decreased, at the discretion of the Compensation Committee following consultation with the other independent members of the Board.

(b) Annual Bonus. Employee shall be eligible for bonus compensation for calendar year 2023 and each subsequent complete calendar year that Employee is employed by the Company hereunder (the "Annual Bonus"). The target Annual Bonus for each such calendar year (the "Bonus Year") shall be 135% of Employee's Base Salary in effect as of the first day of the Bonus Year (or, with respect to calendar year 2023, in effect on the Effective Date), and the actual Annual Bonus for a Bonus Year may range from 0% to 200% of such target Annual Bonus depending on the level of achievement of the performance targets as determined by the Compensation Committee for the Bonus Year. The performance targets that must be achieved in order to be eligible for certain bonus levels shall be established by the Compensation Committee annually, in its sole discretion, and communicated to Employee within the first one-hundred twenty (120) days of the applicable Bonus Year. Notwithstanding the foregoing, the Annual Bonus that Employee shall be eligible to receive for the 2023 calendar year (the "2023 Bonus") shall be prorated, calculated based on the Annual Bonus that Employee would have received based on actual performance multiplied by a fraction, the numerator of which is the number of calendar days during the 2023 calendar year that Employee was employed (or otherwise provided full-time services prior to the Effective Date) and the denominator of which is the total number of calendar days during the 2023 calendar year. Each Annual Bonus (including the 2023 Bonus), if any, shall be paid as soon as administratively feasible after the Compensation Committee certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than March 15 following the end of such Bonus Year. Notwithstanding anything in this Section 3(b) to the contrary, but subject to Section 8, no Annual Bonus (including the 2023 Bonus), if any, nor any portion thereof, shall be payable for any Bonus Year unless Employee remains continuously employed by the Company from the Effective Date through the date on which such Annual Bonus is paid.

(c) Long-Term Incentive Awards.

(i) As soon as practicable (but no later than sixty (60) days) following the Effective Date (the "Date of Grant"), the Board shall establish a Long Term Incentive Plan (such plan, or any successor plan, the "LTIP") and grant to Employee thereunder: (i) an award of restricted stock units (the "RSUs") and (ii) an award of performance stock units (the "PSUs," and collectively with the RSUs, the "Emergence Grant"). The Emergence Grant will be made with respect to a number of shares of Company common stock having a value, based on the equity value implied by the Company's plan enterprise value determined as of the effective date of its Plan of Reorganization pursuant to Chapter 11 of the Bankruptcy Code, as determined by the Board in good faith, equal to $23,625,000. The Emergence Grant will be allocated between RSUs and PSUs on a basis determined by the Board in consultation with Employee. The RSUs shall generally vest in one-third increments on each of the first three (3) anniversaries of the Date of Grant, provided Employee remains continuously employed by the Company or an affiliate of the Company through each such vesting date. The PSUs shall vest on the third (3rd) anniversary of the Date of Grant, subject to Employee's continuous employment and the achievement of the performance metrics determined by the Board in consultation with Employee and set forth in the applicable grant agreements.

(ii) Provided that Employee is employed by the Company on the applicable date of grant, Employee shall be eligible to receive an annual grant under the LTIP with a grant date target value not less than 700% of Employee's Base Salary as in effect on the applicable date of grant of such award on such terms and conditions as the Board and the Compensation Committee shall determine from time to time. All awards granted to Employee under the LTIP shall be subject to and governed by the terms and provisions of the LTIP as in effect from time to time and the award agreements evidencing such awards. For the avoidance of doubt, after the receipt of the Emergence Grant, Employee shall not receive any additional annual grants in the calendar years of 2023, 2024 or 2025. Employee will resume receipt of annual grants under the LTIP in the normal course in calendar year 2026.

4. **Term of Employment**. The term of Employee's employment under this Agreement shall be for the period beginning on the Effective Date and ending on the third (3rd) anniversary of the Effective Date (the "Term"). The parties may, but shall not be required to, mutually agree to extend the Term for additional one (1)-year periods. Notwithstanding any other provision of this Agreement, Employee's employment pursuant to this Agreement may be terminated at any time in accordance with Section 8. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Employee's employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the "Employment Period."

5. **Business Expenses**. Subject to Section 27, the Company shall reimburse Employee for Employee's reasonable out-of-pocket business-related expenses actually incurred in the performance of Employee's duties hereunder during the Employment Period so long as

Employee timely submits all documentation for such expenses, as required by Company policy in effect from time to time. Any such reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of such documentation (but in any event not later than the close of Employee's taxable year following the taxable year in which the expense is incurred by Employee). In no event shall any reimbursement be made to Employee for any expenses incurred after the date of Employee's termination of employment with the Company.

6. **Signing Bonus**. The Company will pay to Employee a one-time signing bonus of $2,000,000 (the "Signing Bonus") payable in two installments, which shall each comprise fifty percent (50%) of the Signing Bonus, in cash on each of the first two (2) anniversaries of the Effective Date provided Employee remains continuously employed by the Company or an affiliate of the Company through each such payment date.

7. **Benefits**.

(a) During the Employment Period, Employee shall be eligible to participate in the same benefit plans and programs in which other similarly situated Company employees are eligible to participate, subject to the terms and conditions of the applicable plans and programs in effect from time to time. The Company shall not, however, by reason of this Section 7, be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plan or policy, so long as such changes are similarly applicable to similarly situated Company employees generally.

(b) Subject to Section 27, the Company shall reimburse Employee for relocation expenses not to exceed $25,000 for his relocation to the Houston, Texas metropolitan area that are mutually agreeable to Employee and the Company, so long as Employee submits all documentation for such reimbursement within thirty (30) days following the date the applicable expense is incurred by Employee. Any reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of supporting documentation (but in any event not later the last day of the taxable year following the taxable year in which such expenses were incurred by Employee).

(c) The Company shall reimburse Employee up to $15,000 for legal fees incurred in connection with the review of this Agreement.

(d) The Company shall cover Employee under directors' and officers' liability insurance from the Effective Date, through the Term, and, while potential liability exists, after the Term or the termination of Employee's employment with the Company, on the most favorable terms as provided to any other director or executive officer of the Company.

8. **Termination of Employment**.

(a) Company's Right to Terminate Employee's Employment for Cause . The Company shall have the right to terminate Employee's employment hereunder at any time for Cause. For purposes of this Agreement, "Cause" shall mean Employee's commission of an act or

omission, or Employee causing the Company or any other member of the Company Group to commit an act or omission, that constitutes:

(i) Employee's fraud or misconduct;

(ii) Employee's violation of applicable law in connection with the management, operation or reputation of the Company or any other member of the Company Group that results in (or could reasonably be expected to result in) material injury to the Company or any other member of the Company Group;

(iii) Employee's material breach of this Agreement or any other written agreement between Employee and one or more members of the Company Group, including Employee's material breach of any representation, warranty or covenant made under any such agreement;

(iv) Employee's act of theft, embezzlement or misappropriation of the property of the Company or any other member of the Company Group, in each case, that results in (or could reasonably be expected to result in) material financial or reputational harm to the Company or any other member of the Company Group;

(v) Employee's breach of his duty of loyalty to the Company or violation of the Company's policies (to the extent such policies have been clearly communicated in writing to Employee), including the Company's code of conduct and business ethics (or similar policies), anti-harassment policy, anti-retaliation, or policies related to age, sex or other prohibited discrimination in the workplace; or

(vi) Employee's conviction or plea of *nolo contendere* to a felony or crime involving moral turpitude.

Notwithstanding the foregoing, no determination of "Cause" may be made pursuant to Sections 8(a)(ii) or (iii) unless (1) Employee has been given written notice by the Board describing the specific alleged action(s) or omission(s) that constitute "Cause," and (2) Employee has failed to cure such acts or omissions within thirty (30) days of such notice from the Board. Upon the termination of Employee's employment pursuant to this Section 8(a), the Company shall pay to Employee (A) all earned and unpaid Base Salary as of the date of the termination of Employee's employment with the Company, (B) reimbursement for all incurred but unreimbursed expenses for which Employee is entitled to reimbursement in accordance with Section 5 and Sections 7(b), (c), and (d), and (C) benefits to which Employee is entitled under the terms of any applicable benefit plan or program described in Section 7(a) (collectively, the "Accrued Benefits"). In addition, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(c) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event of a termination of Employee's employment for Cause.

(b) Company's Right to Terminate for Convenience. The Company shall have the right to terminate Employee's employment for convenience at any time and for any reason,

or no reason at all, upon written notice to Employee, in which event Employee shall receive the compensation and benefits described in Section 8(f).

(c) Employee's Right to Terminate for Good Reason. Employee shall have the right to terminate Employee's employment with the Company at any time for Good Reason, in which event Employee shall receive the compensation and benefits described in Section 8(f). For purposes of this Agreement, "Good Reason" shall mean any of the following occurring without Employee's consent:

(i) a material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);

(ii) a material reduction in Employee's Base Salary;

(iii) a relocation of Employee's primary work location to a distance of more than 50 miles from the Houston, Texas metropolitan area; or

(iv) a material breach by the Company of any of its obligations under this Agreement.

The Company and Employee agree that Good Reason shall not exist unless and until Employee provides the Company with written notice of the acts alleged to constitute Good Reason within ninety (90) days of Employee's knowledge of the occurrence of such event, and Company fails to cure such acts within thirty (30) days of receipt of such notice. Employee must terminate employment within sixty (60) days following the expiration of such cure period for the termination to be on account of Good Reason.

(d) Death or Disability. Upon the death or Disability of Employee, Employee's employment with the Company shall automatically terminate and the Company shall pay to Employee or Employee's estate, as applicable, (i) the Accrued Benefits, (ii) any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of employment occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates), and (iii) an Annual Bonus for the year in which such termination of employment occurs based on actual performance results for the applicable Bonus Year and prorated for the period of days beginning on January 1 (or, if later the Effective Date) and ending on the date of such termination of employment relative to the number of days in the applicable Bonus Year. The prorated Annual Bonus described in clause (iii) of the preceding sentence, if any, shall be paid in cash at the same time corresponding bonuses are paid to similarly situated employees of the Company, but in no event later than March 15 following the year in which such termination of employment occurs. For purposes of this Agreement, a "Disability" shall exist if, as determined in the reasonable opinion of a licensed physician, Employee is unable to perform the essential functions of Employee's position (after accounting for reasonable accommodation, if applicable and required by applicable law), due to physical or mental impairment, that continues for a period in excess of ninety (90) consecutive days or one

hundred-eighty (180) days, whether or not consecutive (or for any longer period as may be required by applicable law), in any twelve (12)-month period.

(e) Employee's Right to Terminate for Convenience. In addition to Employee's right to terminate Employee's employment for Good Reason, Employee shall have the right to terminate Employee's employment with the Company for convenience at any time and for any other reason, or no reason at all, upon sixty (60) days' advance written notice to the Company; *provided, however,* that if Employee has provided notice to the Company of Employee's termination of employment, the Company may determine, in its sole discretion, that such termination shall be effective on any date prior to the effective date of termination provided in such notice (and, if such earlier date is so required, then it shall not change the basis for Employee's termination of employment nor be construed or interpreted as a termination of employment pursuant to Section 8(b)). Upon the termination of Employee's employment pursuant to this Section 8(e), the Company shall pay to Employee the Accrued Benefits.

(f) Effect of Termination of Employment without Cause or for Good Reason.

(i) If Employee's employment hereunder is terminated prior to the expiration of the Term by the Company without Cause pursuant to Section 8(b) or is terminated by Employee for Good Reason pursuant to Section 8(c), then the Company shall pay Employee the Accrued Benefits and any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of employment occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates) and, so long as (and only if) Employee: (x) executes on or before the Release Expiration Date (as defined below), and does not revoke within any time provided by the Company to do so, a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees (the "Release"), which Release shall release each member of the Company Group and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) from any and all claims, including any and all causes of action arising out of Employee's employment with the Company and any other member of the Company Group or the termination of such employment, but excluding all claims to severance payments Employee may have under this Section 8(f); and (y) abides by the terms of each of Sections 9, 10, and 11 then:

(A.) The Company shall make severance payments to Employee in a total amount equal to (i) twenty-four (24) months' worth of Employee's Base Salary and (ii) two (2) times the target Annual Bonus, where each are determined as of the year in which such termination occurs (such total severance payments being referred to as the "Severance Payment"). The Severance Payment will be divided into substantially equal installments paid over the twenty-four (24)-month period following the date on which Employee's employment terminates (the "Termination Date"). On the Company's first regularly scheduled pay date that is

on or after the date that is sixty (60) days after the Termination Date (the "First Payment Date"), the Company shall pay to Employee, without interest, a number of such installments equal to the number of such installments that would have been paid during the period beginning on the Termination Date and ending on the First Payment Date had the installments been paid on the Company's regularly scheduled pay dates on or following the Termination Date, and each of the remaining installments shall be paid on the Company's regularly scheduled pay dates during the remainder of such twenty-four (24)-month period; *provided, however,* that to the extent, if any, that the aggregate amount of the installments of the Severance Payment that would otherwise be paid pursuant to the preceding provisions of this Section 8(f)(i) after March 15 of the calendar year following the calendar year in which the Termination Date occurs (the "Applicable March 15") exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then such excess shall be paid to Employee in a lump sum on the Applicable March 15 (or the first Business Day (as defined below) preceding the Applicable March 15 if the Applicable March 15 is not a Business Day) and the installments of the Severance Payment payable after the Applicable March 15 shall be reduced by such excess (beginning with the installment first payable after the Applicable March 15 and continuing with the next succeeding installment until the aggregate reduction equals such excess). "Business Day" shall mean any day except a Saturday, Sunday or other day on which commercial banks in Houston, Texas, are authorized or required by law to be closed.

(B.) One-hundred percent (100%) of the RSUs under Employee's Emergence Grant shall immediately become nonforfeitable, and one- hundred percent (100%) of the PSUs under Employee's Emergence Grant shall become vested and remain outstanding during the remainder of the applicable performance period, and shall be eligible to become earned based on the level of achievement of the applicable performance goal.

(C.) One-hundred percent (100%) of the Signing Bonus shall immediately vest and, to the extent not already paid, shall be payable in cash in a lump sum on the date sixty (60) days following termination of employment.

The payments and benefits described in clauses (A), (B), and (C) above are collectively referred to herein as the "Termination Benefits."

(ii) Notwithstanding anything herein to the contrary, the Termination Benefits (and any portions thereof) shall not be payable if Employee's employment hereunder terminates upon the expiration of the Term.

(iii) If the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Employee, then Employee shall not be entitled to any portion of the Termination Benefits. As used herein, the "Release Expiration Date" is that date that is twenty-one (21) days following the date upon which

the Company delivers the Release to Employee (which shall occur no later than seven (7) days after the Termination Date) or, in the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is forty-five (45) days following such delivery date.

(g) After-Acquired Evidence. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines, in good faith, that Employee is eligible to receive the Termination Benefits pursuant to Section 8(f) but, after such determination, the Company subsequently acquires evidence or determines that: (i) Employee has failed to abide by the terms of Sections 9, 10, or 11; or (ii) a Cause condition existed prior to the Termination Date that, had the Company been fully aware of such condition, would have given the Company the right to terminate Employee's employment pursuant to Section 8(a), then the Company shall have the right to cease the payment of any future installments of the Termination Benefits and Employee shall promptly return to the Company all installments of the Termination Benefits received by Employee prior to the date that the Company determines that the conditions of this Section 8(g) have been satisfied. In addition, the provisions of the last sentence of Section 8(a) shall apply, and, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(c) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event Employee fails to abide by the terms of Sections 9, 10 or 11.

9. **Disclosures**. Promptly (and in any event, within three (3) Business Days) upon becoming aware of (a) any actual or potential Conflict of Interest or (b) any lawsuit, claim or arbitration filed against or involving Employee or any trust or vehicle owned or controlled by Employee, in each case, Employee shall disclose such actual or potential Conflict of Interest or such lawsuit, claim or arbitration to the Board. A "Conflict of Interest" shall exist when Employee engages in, or plans to engage in, any activities, associations, or interests that conflict with, or create an appearance of a conflict with, Employee's duties, responsibilities, authorities, or obligations for or to any member of the Company Group.

10. **Confidentiality**. In the course of Employee's employment with the Company and the performance of Employee's duties on behalf of the Company Group hereunder, Employee will be provided with, and will have access to, Confidential Information (as defined below). As a condition of Employee's receipt and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Employee's employment hereunder, Employee shall comply with this Section 10.

(a) Both during the Employment Period and thereafter, except as expressly permitted by this Agreement or by directive of the Board, Employee shall not disclose any Confidential Information to any person or entity and shall not use any Confidential Information except for the benefit of the Company Group. Employee shall follow all Company policies and protocols regarding the security of all documents and other materials containing Confidential Information (regardless of the medium on which Confidential Information is stored). The covenants of this Section 10(a) shall apply to all Confidential Information, whether now known

or later to become known to Employee during the period that Employee is employed by or affiliated with or providing services to the Company or any other member of the Company Group.

(b) Notwithstanding any provision of Section 10(a) to the contrary, Employee may make the following disclosures and uses of Confidential Information:

(i) disclosures to other employees of a member of the Company Group who have a need to know the information in connection with the businesses of the Company Group;

(ii) disclosures to third parties when, in the reasonable and good faith belief of Employee, such disclosure is in connection with Employee's performance of Employee's duties under this Agreement and in the best interest of the Company Group;

(iii) disclosures and uses that are approved in writing by the Board; or

(iv) disclosures to a person or entity that has (x) been retained by a member of the Company Group to provide services to one or more members of the Company Group and (y) agreed in writing to abide by the terms of a confidentiality agreement.

(c) Upon the expiration of the Employment Period, and at any other time upon request of the Company, Employee shall promptly surrender and deliver to the Company all documents (including electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information and any other Company Group property (including any Company Group-issued computer, mobile device or other equipment) in Employee's possession, custody or control and Employee shall not retain any such documents or other materials or property of the Company Group. Within five (5) days of any such request, Employee shall certify to the Company in writing that all such documents, materials and property have been returned to the Company.

(d) All trade secrets, non-public information, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, made, developed or acquired by or disclosed to Employee, individually or in conjunction with others, during the period that Employee is employed by the Company or any other member of the Company Group (whether during business hours or otherwise and whether on the Company's premises or otherwise), that relate to any member of the Company Group's businesses or properties, products or services (including all such information relating to corporate opportunities, operations, future plans, methods of doing business, business plans, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or acquisition targets or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "Confidential Information." Moreover, all documents, videotapes, written presentations, brochures, drawings,

memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression are and shall be the sole and exclusive property of the Company or other applicable member of the Company Group and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement. For purposes of this Agreement, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure or wrongful act of Employee or any of Employee's agents; (ii) was available to Employee on a non-confidential basis before its disclosure by a member of the Company Group; or (iii) becomes available to Employee on a non-confidential basis from a source other than a member of the Company Group; *provided, however,* that such source is not bound by a confidentiality agreement with, or other obligation with respect to confidentiality to, a member of the Company Group.

(e) Notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental authority regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee from any such governmental authority; (iii) testifying, participating or otherwise assisting in any action or proceeding by any such governmental authority relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal. Nothing in this Agreement requires Employee to obtain prior authorization before engaging in any conduct described in this paragraph, or to notify the Company that Employee has engaged in any such conduct.

1 1 . **Non-Competition; Non-Solicitation**. The Employee acknowledges that (i) the Employee performs services of a unique nature for the Company that are irreplaceable, and that the Employee's performance of such services to a competing business will result in irreparable harm to the Company, (ii) the Employee has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company Group, (iii) in the course of the Employee's employment by a competitor, the Employee would inevitably use or disclose such Confidential Information, (iv) the Company and Group has substantial relationships with their Customers and the Employee has had and will continue to have access to these Customers, (v) the Employee has received and will receive specialized training from the Company Group, and (vi) the Employee has generated and will continue to generate goodwill for the Company Group in the course of the Employee's

employment. Accordingly, the Employee agrees as that for the duration of Employee's employment and for one (1) year thereafter, Employee shall not, directly or indirectly:

(a) own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in competition with the Company Group on the Termination Date, which includes the business of merchant power production, including nuclear power generation, or any business material to the Company which the Company has taken substantial steps, on or prior to such date, to engage in, in any geographic region in the United States where the Company conducts or has taken substantial steps to conduct business prior to the Termination Date. Notwithstanding the foregoing, nothing herein shall prohibit the Employee from being a passive owner of not more than three percent (3%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company Group, so long as the Employee has no active participation in the business of such corporation. In addition, the provisions of this Section 11(a) shall not be violated by the Employee commencing employment with a subsidiary, division or unit of any entity that engages in a business in competition with the Company Group so long as the Employee and such subsidiary, division or unit does not engage in a business in competition with the Company Group.

(b) solicit, induce or attempt to induce any employee, agent or individual retained as an independent contractor of the Company or any member of the Company Group to terminate his or her employment or contracting relationship with such entity, or to become an employee or independent contractor of any other Person or hire or retain any such employee, agent or individual, or take any action to materially assist or aid any other Person in identifying, hiring or soliciting any such employee, agent or individual (any employee, agent or individual retained as an independent contractor of the Company shall be deemed covered by this Section 11(b) while so employed or retained and for a period of six (6) months thereafter);

(c) solicit, induce or attempt to induce any Customer, supplier or other business relation of the Company Group to cease doing or reduce the amount of its business with such entity or in any way interfere with the relationship between any such Customer, supplier or other business relation and such entity; or

(d) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company Group and any of their respective vendors, joint venturers or licensors.

(e) Definitions. For the purposes of this Section 11, the following definitions shall apply:

(i) "Customer" means any Person who or which: (a) purchased products or services from the Company Group prior to or during Employee's period of employment and who or which Employee was aware of or about which Employee had received Confidential Information; or (b) was called upon or solicited by the Company Group or any of their predecessors prior to or during the twelve (12) month period prior

to the Termination Date, if Employee had direct or indirect contact with such Person as an employee of the Company Group or learned or became aware of such Person during Employee's employment with the Company Group.

(ii) "Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

12. **Ownership of Intellectual Property**.

(a) Employee agrees that the Company shall own, and Employee shall (and hereby does) assign, all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), discoveries, developments, improvements, innovations, works of authorship, mask works, designs, know-how, ideas, formulae, processes, techniques, data and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by Employee during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, whether or not registerable under U.S. law or the laws of other jurisdictions, that either (i) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Company Group's businesses or actual or anticipated research or development; or (ii) were developed on any amount of the Company's or any other member of the Company Group's time or with the use of any member of the Company Group's equipment, supplies, facilities or Confidential Information (all of the foregoing collectively referred to herein as "Company Intellectual Property"), and Employee shall promptly disclose all Company Intellectual Property to the Company in writing. To support Employee's disclosure obligation herein, Employee shall keep and maintain adequate and current written records of all Company Intellectual Property made by Employee (solely or jointly with others) during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group in such form as may be specified from time to time by the Company. These records shall be available to, and remain the sole property of, the Company at all times.

(b) All of Employee's works of authorship and associated copyrights created during the period in which Employee is employed by or affiliated with the Company or any other member of the Company Group and in the scope of Employee's employment or engagement shall be deemed to be "works made for hire" within the meaning of the Copyright Act. To the extent any right, title and interest in and to Company Intellectual Property cannot be assigned by Employee to the Company, Employee shall grant, and does hereby grant, to the Company Group an exclusive, perpetual, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, use, sell, offer for sale, import, export, reproduce, practice and otherwise commercialize such rights, title and interest.

(c) Employee recognizes that this Agreement will not be deemed to require assignment of any invention or intellectual property that Employee developed entirely on

Employee's own time without using the equipment, supplies, facilities, trade secrets, or Confidential Information of any member of the Company Group. In addition, this Agreement does not apply to any invention that qualifies fully for protection from assignment to the Company under any specifically applicable state law or regulation.

(d) To the extent allowed by law, this Section applies to all rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like, including without limitation those rights set forth in 17 U.S.C. §106A (collectively, "Moral Rights"). To the extent Employee retains any Moral Rights under applicable law, Employee hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by the Company or any member of the Company Group, and Employee hereby waives and agrees not to assert any Moral Rights with respect to such Moral Rights. Employee shall confirm any such ratifications, consents, waivers, and agreements from time to time as requested by the Company.

(e) All inventions (whether or not patentable), original works of authorship, designs, know-how, mask works, ideas, information, developments, improvements, and trade secrets of which Employee is the sole or joint author, creator, contributor, or inventor that were made or developed by Employee prior to Employee's employment with or affiliation with the Company or any other member of the Company Group, or in which Employee asserts any intellectual property right, and which are applicable to or relate in any way to the business, products, services, or demonstrably anticipated research and development or business of any member of the Company Group ("Prior Inventions") are listed on Exhibit A, and Employee represents that Exhibit A is a complete list of all such Prior Inventions. If no such list is attached, Employee hereby represents and warrants that there are no Prior Inventions, and Employee shall make no claim of any rights to any Prior Inventions. If, in the course of Employee's employment with or affiliation with the Company or any other member of the Company Group, Employee incorporates into the product, process, or device of any member of the Company Group a Prior Invention, the Company Group is hereby granted and will have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, import, export, offer for sale, sell and otherwise commercialize such Prior Invention as part of or in connection with such product, process, or device of any member of the Company Group.

(f) Employee shall perform, during and after the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, all acts deemed necessary or desirable by the Company to permit and assist each member of the Company Group, at the Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Intellectual Property and Confidential Information assigned, to be assigned, or licensed to the Company under this Agreement. Such acts may include execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications; (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights; and (iii) in other legal proceedings related to the Company Intellectual Property or Confidential Information.

(g) In the event that the Company (or, as applicable, a member of the Company Group) is unable for any reason to secure Employee's signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Confidential Information or Company Intellectual Property (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations of such Company Intellectual Property), Employee hereby irrevocably designates and appoints the Company and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee, (i) to execute, file, prosecute, register and memorialize the assignment of any such application; (ii) to execute and file any documentation required for such enforcement; and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Confidential Information or Company Intellectual Property, all with the same legal force and effect as if executed by Employee.

(h) In the event that Employee enters into, on behalf of any member of the Company Group, any contracts or agreements relating to any Confidential Information or Company Intellectual Property, Employee shall assign such contracts or agreements to the Company (or the applicable member of the Company Group) promptly, and in any event, prior to Employee's termination of employment. If the Company (or the applicable member of the Company Group) is unable for any reason to secure Employee's signature to any document required to assign said contracts or agreements, or if Employee does not assign said contracts or agreements to the Company (or the applicable member of the Company Group) prior to Employee's termination of employment, Employee hereby irrevocably designates and appoints the Company (or the applicable member of the Company Group) and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee to execute said assignments and to do all other lawfully permitted acts to further the execution of said documents.

13. **Defense of Claims**. During the Employment Period and for a period of one (1) year following the Termination Date, upon request from the Company, Employee shall reasonably cooperate with the Company Group, at times and locations agreeable to Employee, to assist (i) in the prosecution of any claims that may be made by the Company Group, to the extent that such claims may relate to the Employee's employment with the Company and about which the Employee has substantial knowledge (collectively, the "Claims"), (2) in the defense of any Claims that may be made by or against any member of the Company Group that relate to Employee's actual or prior areas of responsibility. Subject to Section 10(e), the Employee agrees to promptly inform the Company if the Employee becomes aware of any lawsuits involving Claims that may be filed or threatened against the Company Group. Subject to Section 10(e), the Employee also agrees to promptly inform the Company (to the extent that the Employee is legally permitted to do so) if the Employee is asked to assist in any investigation of the Company Group (or their actions) or another party attempts to obtain information or documents from the Employee (other than in connection with any litigation or other proceeding in which the

Employee is a party-in-opposition) with respect to matters the Employee believes in good faith to relate to any investigation of the Company Group, in each case, regardless of whether a lawsuit or other proceeding has then been filed against the Company Group with respect to such investigation, and shall not do so unless legally required. Subject to Section 10(e), during the pendency of any litigation or other proceeding involving Claims, the Employee shall not communicate with anyone (other than the Employee's attorneys and tax and/or financial advisors and except to the extent that the Employee determines in good faith is necessary in connection with the performance of the Employee's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company Group without giving prior written notice to the Company or the Company's counsel.

14. **Non-Disparagement**. During the Employment Period and thereafter, except to the extent compelled or required by applicable law and subject to Section 10(e), Employee agrees Employee shall not disparage the Company or its respective officers, directors, employees, shareholders or successors or their respective products or services, in any manner (including but not limited to, verbally or via hard copy, websites, blogs, social media forums or any other medium); provided, however, that nothing in this Section shall prevent Employee from: engaging in concerted activity relative to the terms and conditions of Employee's employment and in communications protected under the National Labor Relations Act, filing a charge or providing information to any governmental agency; and provided, further, that nothing in this Section shall prevent either Employee or the Company or any of its directors or executive officers from providing information in response to a subpoena or other enforceable legal process or as otherwise required by law.

15. **Reasonableness of Covenants**. In signing this Agreement, Employee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under these Sections 10, 11, 12, 13, and 14. Employee agrees that these restraints are necessary for the reasonable and proper protection of the Company Group and their trade secrets and Confidential Information and that such restraints are reasonable in respect to subject matter, length of time and geographic area. Employee acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company Group.

16. **Tolling**. In the event of any violation of the provisions of Section 11 hereto, Employee acknowledges and agrees that the post-termination restrictions contained in Section 11 shall be extended by a period of time equal to the period of such violation, as determined by a court of law, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

17. **Withholdings; Deductions**. The Company may withhold and deduct from any benefits and payments made or to be made pursuant to this Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by Employee.

18. **Title and Headings; Construction**. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions

hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. Unless the context requires otherwise, all references to laws, regulations, contracts, documents, agreements and instruments refer to such laws, regulations, contracts, documents, agreements and instruments as they may be amended from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. All references to "dollars" or "$" in this Agreement refer to United States dollars. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement, including all Exhibits attached hereto, and not to any particular provision hereof. The word "or" is not exclusive. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to "including" shall be construed as meaning "including without limitation." Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

19. **Applicable Law**. This Agreement shall in all respects be construed according to the laws of the State of Texas without regard to its conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereto consent to the exclusive jurisdiction, forum and venue of the state and federal courts (as applicable) located in Houston, Texas.

20. **Entire Agreement and Amendment**. This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof, other than any indemnification rights or equity award agreements, which are in effect or outstanding as of the Effective Date. This Agreement may be amended only by a written instrument executed by both parties hereto.

21. **Enforcement**. The parties hereto acknowledge that an award of damages for failure to comply with Sections 10, 11, 12, 13, and 14 of this Agreement may not be an adequate remedy for the Company attempting to enforce or prevent the breach of such provisions, and accordingly the parties hereto authorize the Company to (in addition to any other remedies or relief to which it may be entitled) bring an action against Employee for a permanent or temporary injunction, to compel the specific performance or any other equitable remedy by Employee of their obligations to comply with, or prevent the breach of or remedy the breach of, such provisions without proof of actual damages.

22. **Waiver of Breach**. Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the

same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time.

23. **Assignment**. This Agreement is personal to Employee, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Employee. The Company may assign this Agreement without Employee's consent, including to any member of the Company Group and to any successor (whether by merger, purchase or otherwise) to all or substantially all of the equity, assets or businesses of the Company.

24. **Notices**. Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person; (b) on the first Business Day after such notice is sent by express overnight courier service; or (c) on the second Business Day following deposit with a nationally-recognized second-day courier service with proof of receipt maintained, in each case, to the following address, as applicable:

If to the Company, addressed to:

Talen Energy Corporation
1780 Hughes Landing Blvd.
Suite 800
The Woodlands, Texas 77380
Attention: Board of Directors

If to Employee, addressed to:

Mark A. McFarland

(Or, if different, the latest address on file with the Company)

25. **Counterparts**. This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

26. **Deemed Resignations**. Except as otherwise determined by the Board or as otherwise agreed to in writing by Employee and any member of the Company Group prior to the termination of Employee's employment with the Company or any member of the Company Group, any termination of Employee's employment shall constitute, as applicable, an automatic resignation of Employee: (a) as an officer of the Company and each member of the Company Group; (b) from the Board; and (c) from the board of directors or board of managers (or similar governing body) of any member of the Company Group and from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity or other entity in which any member of the Company Group holds an equity

interest and with respect to which board of directors or board of managers (or similar governing body) Employee serves as such Company Group member's designee or other representative.

27. Section 409A.

(a) Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of Employee's employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A.

(b) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A), (i) any such expense reimbursement shall be made by the Company no later than the last day of Employee's taxable year following the taxable year in which such expense was incurred by Employee, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided,* that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

(c) Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Employee's receipt of such payment or benefit is not delayed until the earlier of the date of Employee's death or the date that is six (6) months after the Termination Date (such date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to Employee (or Employee's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall any member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A.

28. **Effect of Termination**. The provisions of Sections 8(a), 9-16, 21, 26, and 27 and those provisions necessary to interpret and enforce them, shall survive any termination of this Agreement and any termination of the employment relationship between Employee and the Company.

29. **Third-Party Beneficiaries**. Each member of the Company Group that is not a signatory to this Agreement shall be a third-party beneficiary of Employee's obligations under Sections 8-16, 21, and 26 and shall be entitled to enforce such obligations as if a party hereto.

30. **Certain Excise Taxes**. Notwithstanding anything to the contrary in this Agreement, if Employee is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the benefits provided for in this Agreement, together with any other payments and benefits which Employee has the right to receive from the Company and its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the benefits provided for in this Agreement (beginning with any benefit to be paid in cash hereunder) shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Employee from the Company will be one dollar ($1.00) less than three times Employee's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Employee shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Employee (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The determination as to whether any such reduction in the amount of the benefits provided hereunder is necessary shall be made by the Compensation Committee in good faith and in consultation with tax and legal advisors of the Company. If a reduced payment or benefit is made and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company (or its affiliates) used in determining if a "parachute payment" exists, exceeds one dollar ($1.00) less than three times Employee's base amount, then Employee shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 30 shall require the Company to be responsible for, or have any liability or obligation with respect to, Employee's excise tax liabilities under Section 4999 of the Code.

31. **Severability**. If an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or portion thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or portion thereof) shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, Employee and the Company each have caused this Agreement to be executed and effective as of the Effective Date.

EMPLOYEE

/s/ Mark A. McFarland
Mark A. McFarland

COMPANY

TALEN ENERGY CORPORATION

By: /s/ Andrew M. Wright
Name: Andrew M. Wright
Title: General Counsel and Corporate Secretary

SIGNATURE PAGE
TO
EMPLOYMENT AGREEMENT

EXHIBIT A

PRIOR INVENTIONS

1. The following is a complete list of all Prior Inventions relevant to the subject matter of Employee's employment by the Company that have been made or conceived or first reduced to practice by Employee alone or jointly with others prior to Employee's employment with or affiliation with the Company or any other member of the Company Group:

Check appropriate space(s):

None.

See below:

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Due to confidentiality agreements with a prior employer, Employee cannot disclose certain Prior Inventions that would otherwise be included on the above-described list.

Additional sheets attached.

2. Employee proposes to bring to Employee's employment the following devices, materials, and documents of a former employer or other person to whom Employee has an obligation of confidentiality that is not generally available to the public, which materials and documents may be used in Employee's employment pursuant to the express written authorization of Employee's former employer or such other person (a copy of which is attached to this Agreement):

Check appropriate space(s):

None.

See below:

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Additional sheets attached.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by and between Talen Energy Corporation, a Delaware corporation (the "Company"), and Terry Nutt ("Employee") effective as of July 10, 2023 (the "Effective Date").

1. **Employment**. During the Employment Period (as defined below), the Company shall employ Employee, and Employee shall serve, as Chief Financial Officer of the Company. In addition, if requested by the Company, Employee shall serve as an officer or member of the board of directors of any subsidiaries or affiliates of the Company without additional compensation.

2. **Duties and Responsibilities of Employee**.

(a) During the Employment Period, Employee shall actively engage in the business and affairs of the Company (together with its direct and indirect subsidiaries, the "Company Group") as may be requested by the Chief Executive Officer ("CEO") of the Company from time to time, devote such amount of Employee's business time and attention as is reasonably necessary to manage the business and affairs of the Company, which amount of time will constitute substantially all of Employee's business time. Employee's duties and responsibilities shall include those normally incidental to the position(s) identified in Section 1, as well as such additional duties as may be assigned to Employee by the CEO from time to time, which duties and responsibilities may include providing services to other members of the Company Group in addition to the Company. Employee may, without violating this Section 2(a), (i) as a passive investment, own publicly traded securities in such form or manner as will not require any services by Employee in the operation of the entities in which such securities are owned; (ii) engage in charitable and civic activities; and (iii) with the prior written consent of the board of directors of the Company (the "Board"), engage in other personal and passive investment activities, in each case, so long as such engagements, ownership, interests or activities do not interfere with Employee's ability to fulfill Employee's duties and responsibilities under this Agreement and are not inconsistent with Employee's obligations to any member of the Company Group or competitive with the business of any member of the Company Group.

(b) Employee hereby represents and warrants that Employee is not the subject of, or a party to, any non-competition or non-solicitation covenant, non-disclosure agreement, or any other agreement, obligation, restriction or understanding that would prohibit Employee from executing this Agreement or fully performing each of Employee's duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect any of the duties and responsibilities that may now or in the future be assigned to Employee hereunder (a "Pre-Existing Agreement"), or to the extent Employee is the subject of, or a party to, a Pre-Existing Agreement, Employee has secured, from each applicable party to such Pre-Existing Agreement a waiver of the provisions of such Pre-Existing Agreement that would otherwise violate this Section 2(b). Employee expressly acknowledges and agrees that Employee is strictly prohibited from using or disclosing any confidential information belonging to any prior employer in the course of performing services for any member of the Company Group, and Employee promises that Employee shall not do so. Employee shall not introduce documents or other materials containing confidential information of any prior employer to the premises or property (including computers and computer systems) of any member of the Company Group.

(c) Employee owes each member of the Company Group fiduciary duties, and the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Employee owes each member of the Company Group under statutory and common law.

3. **Compensation**.

(a) Base Salary. During the Employment Period, the Company shall pay to Employee an annualized base salary of $550,000 (the "Base Salary") in consideration for Employee's services under this Agreement, payable in substantially equal installments in conformity with the Company's customary payroll practices for similarly situated employees as may exist from time to time, but no less frequently than twice per month. The Base Salary shall be subject to annual review by the Compensation Committee of the Board (the "Compensation Committee").

(b) Annual Bonus. Employee shall be eligible for bonus compensation for calendar year 2023 and each subsequent complete calendar year that Employee is employed by the Company hereunder (the "Annual Bonus"). The target Annual Bonus for each such calendar year (the "Bonus Year") shall be 100% of Employee's Base Salary in effect as of the first day of the Bonus Year (or, with respect to calendar year 2023, in effect on the Effective Date), with the actual Annual Bonus for a Bonus Year depending on the level of achievement of the performance targets as determined by the Compensation Committee for the Bonus Year. For the avoidance of doubt, the Annual Bonus with respect to the 2023 calendar year shall not be subject to proration to reflect Employee's start date. The performance targets that must be achieved in order to be eligible for certain bonus levels shall be established by the Compensation Committee annually, in its sole discretion, and communicated to Employee within the first one-hundred twenty (120) days of the applicable Bonus Year. Each Annual Bonus, if any, shall be paid as soon as administratively feasible after the Compensation Committee certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than March 15 following the end of such Bonus Year. Notwithstanding anything in this Section 3(b) to the contrary, but subject to Section 7, no Annual Bonus, if any, nor any portion thereof, shall be payable for any Bonus Year unless Employee remains continuously employed by the Company from the Effective Date through the date on which such Annual Bonus is paid.

(c) Long-Term Incentive Awards.

(i) As soon as practicable (but no later than sixty (60) days) following the Effective Date (the "Date of Grant"), the Board shall establish a Long Term Incentive Plan (such plan, or any successor plan, the "LTIP") and grant to Employee thereunder: (i) an award of restricted stock units (the "RSUs") and (ii) an award of performance stock units (the "PSUs," and collectively with the RSUs, the "Emergence Grant"). The Emergence Grant will be made with respect to a number of shares of Company common stock having a value, based on the equity value implied by the Company's plan enterprise value determined as of the effective date of its Plan of Reorganization pursuant to Chapter 11 of the Bankruptcy Code, as determined by the Board in good faith, equal to $6,600,000. The Emergence Grant will be allocated between RSUs and PSUs on a basis determined by the Board. The RSUs shall generally vest in one-third increments on each of the first three (3) anniversaries of the Date of Grant, provided Employee remains continuously employed

by the Company or an affiliate of the Company through each such vesting date. The PSUs shall vest on the third (3rd) anniversary of the Date of Grant, subject to Employee's continuous employment and the achievement of the performance metrics determined by the Board and set forth in the applicable grant agreements.

(ii) Provided that Employee is employed by the Company on the applicable date of grant, Employee shall be eligible to receive an annual grant under the LTIP with a grant date target value not less than 400% of Employee's Base Salary as in effect on the applicable date of grant of such award on such terms and conditions as the Board and the Compensation Committee shall determine from time to time. All awards granted to Employee under the LTIP shall be subject to and governed by the terms and provisions of the LTIP as in effect from time to time and the award agreements evidencing such awards. For the avoidance of doubt, after the receipt of the Emergence Grant, Employee shall not receive any additional annual grants in the calendar years of 2023, 2024 or 2025. Employee will resume receipt of annual grants under the LTIP in the normal course in calendar year 2026.

4. **Term of Employment**. The term of Employee's employment under this Agreement shall be for the period beginning on the Effective Date and ending on the third (3rd) anniversary of the Effective Date (the "Term"). The parties may, but shall not be required to, mutually agree to extend the Term for additional one (1)-year periods. Notwithstanding any other provision of this Agreement, Employee's employment pursuant to this Agreement may be terminated at any time in accordance with Section 7. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Employee's employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the "Employment Period."

5. **Business Expenses**. Subject to Section 26, the Company shall reimburse Employee for Employee's reasonable out-of-pocket business-related expenses actually incurred in the performance of Employee's duties hereunder during the Employment Period so long as Employee timely submits all documentation for such expenses, as required by Company policy in effect from time to time. Any such reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of such documentation (but in any event not later than the close of Employee's taxable year following the taxable year in which the expense is incurred by Employee). In no event shall any reimbursement be made to Employee for any expenses incurred after the date of Employee's termination of employment with the Company.

6. **Benefits**.

(a) During the Employment Period, Employee shall be eligible to participate in the same benefit plans and programs in which other similarly situated Company employees are eligible to participate, subject to the terms and conditions of the applicable plans and programs in effect from time to time. The Company shall not, however, by reason of this Section 6, be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plan or policy, so long as such changes are similarly applicable to similarly situated Company employees generally.

(b) The Company shall reimburse Employee up to $15,000 for legal fees incurred in connection with the review of this Agreement and documents related to the LTIP, RSUs and PSUs.

(c) The Company shall cover Employee under directors' and officers' liability insurance from the Effective Date, through the Term, and, while potential liability exists, after the Term or the termination of Employee's employment with the Company, on substantially similar terms as provided to other executive officers of the Company.

(d) During the Employment Period, the Employee shall be entitled to four (4) weeks of paid vacation per calendar year (as prorated for partial years), administered in accordance with the Company's policy on accrual and use applicable to employees as in effect from time to time. Vacation may be taken at such times and intervals as the Employee determines, subject to the business needs of the Company.

7. **Termination of Employment**.

(a) Company's Right to Terminate Employee's Employment for Cause. The Company shall have the right to terminate Employee's employment hereunder at any time for Cause. For purposes of this Agreement, "Cause" shall mean Employee's commission of an act or omission, or Employee causing the Company or any other member of the Company Group to commit an act or omission, that constitutes:

(i) Employee's fraud or misconduct;

(ii) Employee's violation of applicable law in connection with the management, operation or reputation of the Company or any other member of the Company Group that results in (or could reasonably be expected to result in) material injury to the Company or any other member of the Company Group;

(iii) Employee's material breach of this Agreement or any other written agreement between Employee and one or more members of the Company Group, including Employee's material breach of any representation, warranty or covenant made under any such agreement;

(iv) Employee's act of theft, embezzlement or misappropriation of the property of the Company or any other member of the Company Group, in each case, that results in (or could reasonably be expected to result in) material financial or reputational harm to the Company or any other member of the Company Group;

(v) Employee's breach of his duty of loyalty to the Company or violation of the Company's policies (to the extent such policies have been clearly communicated in writing to Employee), including the Company's code of conduct and business ethics (or similar policies), anti-harassment policy, anti-retaliation, or policies related to age, sex or other prohibited discrimination in the workplace; or

(vi) Employee's conviction or plea of *nolo contendere* to a felony or crime involving moral turpitude.

Notwithstanding the foregoing, no determination of "Cause" may be made pursuant to Sections 7(a)(ii) or (iii) unless (1) Employee has been given written notice by the Board describing the specific alleged action(s) or omission(s) that constitute "Cause," and (2) Employee has failed to cure such acts or omissions within thirty (30) days of such notice from the Board. Upon the termination of Employee's employment pursuant to this Section 7(a), the Company shall pay to Employee (A) all earned and unpaid Base Salary as of the date of the termination of Employee's employment with the Company, (B) reimbursement for all incurred but unreimbursed expenses for which Employee is entitled to reimbursement in accordance with Section 5 and Sections 6(b), (c), and (d), and (C) benefits to which Employee is entitled under the terms of any applicable benefit plan or program described in Section 6(a) (collectively, the "Accrued Benefits"). In addition, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(c) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event of a termination of Employee's employment for Cause.

(b) Company's Right to Terminate for Convenience. The Company shall have the right to terminate Employee's employment for convenience at any time and for any reason, or no reason at all, upon written notice to Employee, in which event Employee shall receive the compensation and benefits described in Section 7(f).

(c) Employee's Right to Terminate for Good Reason. Employee shall have the right to terminate Employee's employment with the Company at any time for Good Reason, in which event Employee shall receive the compensation and benefits described in Section 7(f). For purposes of this Agreement, "Good Reason" shall mean any of the following occurring without Employee's consent:

(i) a material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);

(ii) a material reduction in Employee's Base Salary;

(iii) a relocation of Employee's primary work location to a distance of more than 50 miles from the Houston, Texas metropolitan area; or

(iv) a material breach by the Company of any of its obligations under this Agreement.

The Company and Employee agree that Good Reason shall not exist unless and until Employee provides the Company with written notice of the acts alleged to constitute Good Reason within ninety (90) days of Employee's knowledge of the occurrence of such event, and Company fails to cure such acts within thirty (30) days of receipt of such notice. Employee must terminate employment within sixty (60) days following the expiration of such cure period for the termination to be on account of Good Reason.

(d) Death or Disability. Upon the death or Disability of Employee, Employee's employment with the Company shall automatically terminate and the Company shall pay to Employee or Employee's estate, as applicable, (i) the Accrued Benefits, (ii) any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of employment

occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates), and (iii) an Annual Bonus for the year in which such termination of employment occurs based on actual performance results for the applicable Bonus Year and prorated for the period of days beginning on January 1 (or, if later the Effective Date) and ending on the date of such termination of employment relative to the number of days in the applicable Bonus Year. The prorated Annual Bonus described in clause (iii) of the preceding sentence, if any, shall be paid in cash at the same time corresponding bonuses are paid to similarly situated employees of the Company, but in no event later than March 15 following the year in which such termination of employment occurs. For purposes of this Agreement, a "Disability" shall exist if, as determined in the reasonable opinion of a licensed physician, Employee is unable to perform the essential functions of Employee's position (after accounting for reasonable accommodation, if applicable and required by applicable law), due to physical or mental impairment, that continues for a period in excess of ninety (90) consecutive days or one hundred-eighty (180) days, whether or not consecutive (or for any longer period as may be required by applicable law), in any twelve (12)-month period.

(e) Employee's Right to Terminate for Convenience. In addition to Employee's right to terminate Employee's employment for Good Reason, Employee shall have the right to terminate Employee's employment with the Company for convenience at any time and for any other reason, or no reason at all, upon sixty (60) days' advance written notice to the Company; *provided*, *however*, that if Employee has provided notice to the Company of Employee's termination of employment, the Company may determine, in its sole discretion, that such termination shall be effective on any date prior to the effective date of termination provided in such notice (and, if such earlier date is so required, then it shall not change the basis for Employee's termination of employment nor be construed or interpreted as a termination of employment pursuant to Section 7(b)). Upon the termination of Employee's employment pursuant to this Section 7(e), the Company shall pay to Employee the Accrued Benefits.

(f) Effect of Termination of Employment without Cause or for Good Reason.

(i) If Employee's employment hereunder is terminated prior to the expiration of the Term by the Company without Cause pursuant to Section 7(b) or is terminated by Employee for Good Reason pursuant to Section 7(c), then the Company shall pay Employee the Accrued Benefits and any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of employment occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates) and, so long as (and only if) Employee: (x) executes on or before the Release Expiration Date (as defined below), and does not revoke within any time provided by the Company to do so, a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees (the "Release"), which Release shall release each member of the Company Group and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) from any and all claims, including any and all causes of action arising out of Employee's employment with the Company and any other

member of the Company Group or the termination of such employment, but excluding all claims to severance payments, Employee may have under this Section 7(f); and (y) abides by the terms of each of Sections 8, 9, and 10 then:

(A) The Company shall make severance payments to Employee in a total amount equal to (i) twelve (12) months' worth of Employee's Base Salary and (ii) one (1) times the target Annual Bonus, where each are determined as of the year in which such termination occurs (such total severance payments being referred to as the "Severance Payment"). The Severance Payment will be divided into substantially equal installments paid over the twelve (12)-month period following the date on which Employee's employment terminates (the "Termination Date"). On the Company's first regularly scheduled pay date that is on or after the date that is sixty (60) days after the Termination Date (the "First Payment Date"), the Company shall pay to Employee, without interest, a number of such installments equal to the number of such installments that would have been paid during the period beginning on the Termination Date and ending on the First Payment Date had the installments been paid on the Company's regularly scheduled pay dates on or following the Termination Date, and each of the remaining installments shall be paid on the Company's regularly scheduled pay dates during the remainder of such twelve (12)-month period; *provided*, *however*, that to the extent, if any, that the aggregate amount of the installments of the Severance Payment that would otherwise be paid pursuant to the preceding provisions of this Section 7(f)(i) after March 15 of the calendar year following the calendar year in which the Termination Date occurs (the "Applicable March 15") exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then such excess shall be paid to Employee in a lump sum on the Applicable March 15 (or the first Business Day (as defined below) preceding the Applicable March 15 if the Applicable March 15 is not a Business Day) and the installments of the Severance Payment payable after the Applicable March 15 shall be reduced by such excess (beginning with the installment first payable after the Applicable March 15 and continuing with the next succeeding installment until the aggregate reduction equals such excess). "Business Day" shall mean any day except a Saturday, Sunday or other day on which commercial banks in Houston, Texas, are authorized or required by law to be closed.

(B) The RSUs and PSUs issued under Employee's Emergence Grant shall be treated in accordance with the award agreements evidencing such Emergence Grant.

The payments and benefits described in clauses (A) and (B) above are collectively referred to herein as the "Termination Benefits."

(ii) Notwithstanding anything herein to the contrary, the Termination Benefits (and any portions thereof) shall not be payable if Employee's employment hereunder terminates upon the expiration of the Term.

(iii) If the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Employee, then Employee shall not be entitled to any portion of the Termination Benefits. As used herein, the "Release Expiration Date" is that date that is twenty-one (21) days following the date upon which the Company delivers the Release to Employee (which shall occur no later than seven (7) days after the Termination Date) or, in the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is forty-five (45) days following such delivery date.

(g) After-Acquired Evidence. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines, in good faith, that Employee is eligible to receive the Termination Benefits pursuant to Section 7(f) but, after such determination, the Company subsequently acquires evidence or determines that: (i) Employee has failed to abide by the terms of Sections 8, 9, or 10; or (ii) a Cause condition existed prior to the Termination Date that, had the Company been fully aware of such condition, would have given the Company the right to terminate Employee's employment pursuant to Section 7(a), then the Company shall have the right to cease the payment of any future installments of the Termination Benefits and Employee shall promptly return to the Company all installments of the Termination Benefits received by Employee prior to the date that the Company determines that the conditions of this Section 7(g) have been satisfied. In addition, the provisions of the last sentence of Section 7(a) shall apply, and, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(c) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event Employee fails to abide by the terms of Sections 8, 9 or 10.

8. **Disclosures**. Promptly (and in any event, within three (3) Business Days) upon becoming aware of (a) any actual or potential Conflict of Interest or (b) any lawsuit, claim or arbitration filed against or involving Employee or any trust or vehicle owned or controlled by Employee, in each case, Employee shall disclose such actual or potential Conflict of Interest or such lawsuit, claim or arbitration to the Board. A "Conflict of Interest" shall exist when Employee engages in, or plans to engage in, any activities, associations, or interests that conflict with, or create an appearance of a conflict with, Employee's duties, responsibilities, authorities, or obligations for or to any member of the Company Group.

9. **Confidentiality**. In the course of Employee's employment with the Company and the performance of Employee's duties on behalf of the Company Group hereunder, Employee will be provided with, and will have access to, Confidential Information (as defined below). As a condition of Employee's receipt and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Employee's employment hereunder, Employee shall comply with this Section 9.

(a) Both during the Employment Period and thereafter, except as expressly permitted by this Agreement or by directive of the Board, for the benefit of the Company Group, or while acting in the course and scope of his employment, Employee shall not disclose any Confidential Information to any person or entity and shall not use any Confidential Information.

Employee shall follow all Company policies and protocols regarding the security of all documents and other materials containing Confidential Information to the extent such policies have been clearly communicated in writing or made available to Employee (regardless of the medium on which Confidential Information is stored). The covenants of this Section 9(a) shall apply to all Confidential Information, whether now known or later to become known to Employee during the period that Employee is employed by or affiliated with or providing services to the Company or any other member of the Company Group.

(b) Notwithstanding any provision of Section 9(a) to the contrary, Employee may make the following disclosures and uses of Confidential Information:

(i) disclosures to other employees of a member of the Company Group who have a need to know the information in connection with the businesses of the Company Group;

(ii) disclosures to third parties when, in the reasonable and good faith belief of Employee, such disclosure is in connection with Employee's performance of Employee's duties under this Agreement and in the best interest of the Company Group;

(iii) disclosures and uses that are approved in writing by the Board; or

(iv) disclosures to a person or entity that has (x) been retained by a member of the Company Group to provide services to one or more members of the Company Group and (y) agreed in writing to abide by the terms of a confidentiality agreement.

(c) Upon the expiration of the Employment Period, and at any other time upon request of the Company, Employee shall promptly surrender and deliver to the Company all documents (including electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information and any other Company Group property (including any Company Group-issued computer, mobile device or other equipment) in Employee's possession, custody or control and Employee shall not retain any such documents or other materials or property of the Company Group. Within five (5) days of any such request, Employee shall certify to the Company in writing that all such documents, materials and property have been returned to the Company.

(d) All trade secrets, non-public information, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, made, developed or acquired by or disclosed to Employee, individually or in conjunction with others, during the period that Employee is employed by the Company or any other member of the Company Group (whether during business hours or otherwise and whether on the Company's premises or otherwise), that relate to any member of the Company Group's businesses or properties, products or services (including all such information relating to corporate opportunities, operations, future plans, methods of doing business, business plans, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or acquisition targets or their requirements, the identity of key contacts within customers'

organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "Confidential Information." Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression are and shall be the sole and exclusive property of the Company or other applicable member of the Company Group and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement. For purposes of this Agreement, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure or wrongful act of Employee or any of Employee's agents; (ii) was available to Employee on a non-confidential basis before its disclosure by a member of the Company Group; or (iii) becomes available to Employee on a non-confidential basis from a source other than a member of the Company Group; *provided, however*, that such source is not bound by a confidentiality agreement with, or other obligation with respect to confidentiality to, a member of the Company Group.

(e) Notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental authority regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee from any such governmental authority; (iii) testifying, participating or otherwise assisting in any action or proceeding by any such governmental authority relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal. Nothing in this Agreement requires Employee to obtain prior authorization before engaging in any conduct described in this paragraph, or to notify the Company that Employee has engaged in any such conduct.

10. **Non-Competition; Non-Solicitation**. The Employee acknowledges that (i) the Employee performs services of a unique nature for the Company that are irreplaceable, and that the Employee's performance of such services to a competing business will result in irreparable harm to the Company, (ii) the Employee has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company Group, (iii) in the course of the Employee's employment by a competitor, the Employee would inevitably use or disclose such Confidential Information, (iv) the Company Group has substantial relationships with their Customers and the Employee has had and will continue to have access to these Customers, (v) the Employee has received and will receive specialized training from the Company Group, and (vi) the Employee has generated and will

continue to generate goodwill for the Company Group in the course of the Employee's employment. Accordingly, the Employee agrees that for the duration of Employee's employment and for one (1) year thereafter, Employee shall not, directly or indirectly:

(a) own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in competition with the Company Group on the Termination Date, which includes the business of merchant power production, including nuclear power generation, or any business material to the Company which the Company has taken substantial steps, on or prior to such date, to engage in, in any geographic region in the United States where the Company conducts or has taken substantial steps to conduct business prior to the Termination Date. Notwithstanding the foregoing, nothing herein shall prohibit the Employee from being a passive owner of not more than three percent (3%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company Group, so long as the Employee has no active participation in the business of such corporation. In addition, the provisions of this Section 10(a) shall not be violated by the Employee commencing employment with a subsidiary, division or unit of any entity that engages in a business in competition with the Company Group so long as the Employee and such subsidiary, division or unit does not engage in a business in competition with the Company Group;

(b) solicit, induce or attempt to induce any person who was, as of the Termination Date, an employee, agent or individual retained as an independent contractor of the Company or any member of the Company Group ("Covered Individuals") to terminate his or her employment or contracting relationship with such entity, or to become an employee or independent contractor of any other Person or hire or retain any such employee, agent or individual, or take any action to materially assist or aid any other Person in identifying, hiring or soliciting any such employee, agent or individual (any employee, agent or individual retained as an independent contractor of the Company shall be deemed covered by this Section 10(b) while so employed or retained and for a period of six (6) months thereafter); notwithstanding anything to the contrary in this Agreement, general employment solicitations through advertisements for candidates in publicly available media for potential employment do not violate this provision; so long as such advertisements are not specifically targeted at any Covered Individuals;

(c) solicit, induce or attempt to induce any Customer (as defined below) or any supplier or other business relation of the Company Group who was working with any member of the Company Group as of the Termination Date, to cease doing or reduce the amount of its business with such entity or in any way interfere with the relationship between any such Customer, supplier or other business relation and such entity; or

(d) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company Group and any of their respective vendors, joint venturers or licensors.

(e) Definitions. For the purposes of this Section 10, the following definitions shall apply:

(i) "Customer" means any Person who or which: (a) purchased products or services from the Company Group prior to or during Employee's period of employment and who or which Employee was aware of or about which Employee had received Confidential Information; or (b) was called upon or solicited by the Company Group or any of their predecessors prior to or during the twelve (12) month period prior to the Termination Date, if Employee had direct or indirect contact with such Person as an employee of the Company Group or learned or became aware of such Person during Employee's employment with the Company Group.

(ii) "Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

11. **Ownership of Intellectual Property**.

(a) Employee agrees that the Company shall own, and Employee shall (and hereby does) assign, all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), discoveries, developments, improvements, innovations, works of authorship, mask works, designs, know-how, ideas, formulae, processes, techniques, data and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by Employee during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, whether or not registerable under U.S. law or the laws of other jurisdictions, that either (i) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Company Group's businesses or actual or anticipated research or development; or (ii) were developed on any amount of the Company's or any other member of the Company Group's time or with the use of any member of the Company Group's equipment, supplies, facilities or Confidential Information (all of the foregoing collectively referred to herein as "Company Intellectual Property"), and Employee shall promptly disclose all Company Intellectual Property to the Company in writing. To support Employee's disclosure obligation herein, Employee shall keep and maintain adequate and current written records of all Company Intellectual Property made by Employee (solely or jointly with others) during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group in such form as may be specified from time to time by the Company. These records shall be available to, and remain the sole property of, the Company at all times.

(b) All of Employee's works of authorship and associated copyrights created during the period in which Employee is employed by or affiliated with the Company or any other member of the Company Group and in the scope of Employee's employment or engagement shall be deemed to be "works made for hire" within the meaning of the Copyright Act. To the extent any right, title and interest in and to Company Intellectual Property cannot be assigned by Employee to the Company, Employee shall grant, and does hereby grant, to the Company Group an exclusive, perpetual, royalty-free, transferable, irrevocable, worldwide license (with rights to

sublicense through multiple tiers of sublicensees) to make, have made, use, sell, offer for sale, import, export, reproduce, practice and otherwise commercialize such rights, title and interest.

(c) Employee recognizes that this Agreement will not be deemed to require assignment of any invention or intellectual property that Employee developed entirely on Employee's own time without using the equipment, supplies, facilities, trade secrets, or Confidential Information of any member of the Company Group. In addition, this Agreement does not apply to any invention that qualifies fully for protection from assignment to the Company under any specifically applicable state law or regulation.

(d) To the extent allowed by law, this Section applies to all rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like, including without limitation those rights set forth in 17 U.S.C. §106A (collectively, "Moral Rights"). To the extent Employee retains any Moral Rights under applicable law, Employee hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by the Company or any member of the Company Group, and Employee hereby waives and agrees not to assert any Moral Rights with respect to such Moral Rights. Employee shall confirm any such ratifications, consents, waivers, and agreements from time to time as requested by the Company.

(e) All inventions (whether or not patentable), original works of authorship, designs, know-how, mask works, ideas, information, developments, improvements, and trade secrets of which Employee is the sole or joint author, creator, contributor, or inventor that were made or developed by Employee prior to Employee's employment with or affiliation with the Company or any other member of the Company Group, or in which Employee asserts any intellectual property right, and which are applicable to or relate in any way to the business, products, services, or demonstrably anticipated research and development or business of any member of the Company Group ("Prior Inventions") are listed on Exhibit A, and Employee represents that Exhibit A is a complete list of all such Prior Inventions. If no such list is attached, Employee hereby represents and warrants that there are no Prior Inventions, and Employee shall make no claim of any rights to any Prior Inventions. If, in the course of Employee's employment with or affiliation with the Company or any other member of the Company Group, Employee incorporates into the product, process, or device of any member of the Company Group a Prior Invention, the Company Group is hereby granted and will have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, import, export, offer for sale, sell and otherwise commercialize such Prior Invention as part of or in connection with such product, process, or device of any member of the Company Group.

(f) Employee shall perform, during and after the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, all acts deemed necessary or desirable by the Company to permit and assist each member of the Company Group, at the Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Intellectual Property and Confidential Information assigned, to be assigned, or licensed to the Company under this Agreement. Such acts may include execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents,

copyrights, mask work, or other applications; (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights; and (iii) in other legal proceedings related to the Company Intellectual Property or Confidential Information.

(g) In the event that after reasonable and diligent effort to coordinate with Employee, the Company (or, as applicable, a member of the Company Group) is unable to secure Employee's signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Confidential Information or Company Intellectual Property (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations of such Company Intellectual Property), Employee hereby irrevocably designates and appoints the Company and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee, (i) to execute, file, prosecute, register and memorialize the assignment of any such application; (ii) to execute and file any documentation required for such enforcement; and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Confidential Information or Company Intellectual Property, all with the same legal force and effect as if executed by Employee.

(h) In the event that Employee enters into, on behalf of any member of the Company Group, any contracts or agreements relating to any Confidential Information or Company Intellectual Property, Employee shall assign such contracts or agreements to the Company (or the applicable member of the Company Group) promptly, and in any event, prior to Employee's termination of employment. In the event that after reasonable and diligent effort to coordinate with Employee, the Company (or the applicable member of the Company Group) is unable for any reason to secure Employee's signature to any document required to assign said contracts or agreements, or if Employee does not assign said contracts or agreements to the Company (or the applicable member of the Company Group) prior to Employee's termination of employment, Employee hereby irrevocably designates and appoints the Company (or the applicable member of the Company Group) and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee to execute said assignments and to do all other lawfully permitted acts to further the execution of said documents.

12. **Defense of Claims**. During the Employment Period and for a period of one (1) year following the Termination Date, upon request from the Company, Employee shall reasonably cooperate with the Company Group, at times and locations agreeable to Employee, to assist (i) in the prosecution of any claims that may be made by the Company Group, to the extent that such claims may relate to the Employee's employment with the Company and about which the Employee has substantial knowledge, and (ii) in the defense of any Claims that may be made by or against any member of the Company Group that relate to Employee's actual or prior areas of responsibility (items (i) and (ii) of this sentence, collectively, the "Claims"). Subject to Section 9(e), the Employee agrees to promptly inform the Company if the Employee becomes aware of any lawsuits involving Claims that may be filed or threatened against the Company Group. Subject to Section 9(e), the Employee also agrees to promptly inform the Company (to the extent that the

Employee is legally permitted to do so) if the Employee is asked to assist in any investigation of the Company Group (or their actions) or another party attempts to obtain information or documents from the Employee (other than in connection with any litigation or other proceeding in which the Employee is a party-in-opposition) with respect to matters the Employee believes in good faith to relate to any investigation of the Company Group, in each case, regardless of whether a lawsuit or other proceeding has then been filed against the Company Group with respect to such investigation, and shall not do so unless legally required. Subject to Section 9(e), during the pendency of any litigation or other proceeding involving Claims, the Employee shall not communicate with anyone (other than the Employee's attorneys and tax and/or financial advisors and except to the extent that the Employee determines in good faith is necessary in connection with the performance of the Employee's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company Group without giving prior written notice to the Company or the Company's counsel.

13. **Non-Disparagement**. During the Employment Period and thereafter, except to the extent compelled or required by applicable law and subject to Section 9(e), Employee agrees Employee shall not disparage the Company or its respective officers, directors, employees, shareholders or successors or their respective products or services, in any manner (including but not limited to, verbally or via hard copy, websites, blogs, social media forums or any other medium); provided, however, that nothing in this Section shall prevent Employee from: engaging in concerted activity relative to the terms and conditions of Employee's employment and in communications protected under the National Labor Relations Act, filing a charge or providing information to any governmental agency; and provided, further, that nothing in this Section shall prevent Employee from providing information in response to a subpoena or other enforceable legal process or as otherwise required by law.

14. **Reasonableness of Covenants**. In signing this Agreement, Employee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under these Sections 9, 10, 11, 12, and 13. Employee agrees that these restraints are necessary for the reasonable and proper protection of the Company Group and their trade secrets and Confidential Information and that such restraints are reasonable in respect to subject matter, length of time and geographic area. Employee acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company Group.

15. **Tolling**. In the event of any violation of the provisions of Section 10 hereto, Employee acknowledges and agrees that the post-termination restrictions contained in Section 10 shall be extended by a period of time equal to the period of such violation, as determined by a court of law, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

16. **Withholdings; Deductions**. The Company may withhold and deduct from any benefits and payments made or to be made pursuant to this Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by Employee.

17. **Title and Headings; Construction**. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions

hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. Unless the context requires otherwise, all references to laws, regulations, contracts, documents, agreements and instruments refer to such laws, regulations, contracts, documents, agreements and instruments as they may be amended from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. All references to "dollars" or "$" in this Agreement refer to United States dollars. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement, including all Exhibits attached hereto, and not to any particular provision hereof. The word "or" is not exclusive. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to "including" shall be construed as meaning "including without limitation." Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

18. **Applicable Law**. This Agreement shall in all respects be construed according to the laws of the State of Texas without regard to its conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereto consent to the exclusive jurisdiction, forum and venue of the state and federal courts (as applicable) located in Houston, Texas.

19. **Entire Agreement and Amendment**. This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof, other than any indemnification rights or equity award agreements, which are in effect or outstanding as of the Effective Date. This Agreement may be amended only by a written instrument executed by both parties hereto.

20. **Enforcement**. The parties hereto acknowledge that an award of damages for failure to comply with Sections 9, 10, 11, 12, and 13 of this Agreement may not be an adequate remedy for the Company attempting to enforce or prevent the breach of such provisions, and accordingly the parties hereto authorize the Company to (in addition to any other remedies or relief to which it may be entitled) bring an action against Employee for a permanent or temporary injunction, to compel the specific performance or any other equitable remedy by Employee of their obligations to comply with, or prevent the breach of or remedy the breach of, such provisions without proof of actual damages.

21. **Waiver of Breach**. Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time.

22. **Assignment**. This Agreement is personal to Employee, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Employee. The Company may assign this Agreement without Employee's consent, including to any member of the Company Group and to any successor (whether by merger, purchase or otherwise) to all or substantially all of the equity, assets or businesses of the Company.

23. **Notices**. Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person; (b) on the first Business Day after such notice is sent by express overnight courier service; or (c) on the second Business Day following deposit with a nationally-recognized second-day courier service with proof of receipt maintained, in each case, to the following address, as applicable:

If to the Company, addressed to:

Talen Energy Corporation
1780 Hughes Landing Blvd.
Suite 800
The Woodlands, Texas 77380
Attention: Board of Directors

If to Employee, addressed to:

Terry Nutt

(*Or, if different, the latest address on file with the Company*)

24. **Counterparts**. This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

25. **Deemed Resignations**. Except as otherwise determined by the Board or as otherwise agreed to in writing by Employee and any member of the Company Group prior to the termination of Employee's employment with the Company or any member of the Company Group, any termination of Employee's employment shall constitute, as applicable, an automatic resignation of Employee: (a) as an officer of the Company and each member of the Company Group; (b) from the Board; and (c) from the board of directors or board of managers (or similar governing body) of any member of the Company Group and from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity or other entity in which any member of the Company Group holds an equity interest and with respect to which board of directors or board of managers (or similar governing body) Employee serves as such Company Group member's designee or other representative.

26. **Section 409A**.

(a) Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of Employee's employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A.

(b) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A), (i) any such expense reimbursement shall be made by the Company no later than the last day of Employee's taxable year following the taxable year in which such expense was incurred by Employee, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

(c) Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Employee's receipt of such payment or benefit is not delayed until the earlier of the date of Employee's death or the date that is six (6) months after the Termination Date (such date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to Employee (or Employee's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall any member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A.

27. **Effect of Termination**. The provisions of Sections 7(a), 7(f), 8-15, 20, 25, and 26 and those provisions necessary to interpret and enforce them, shall survive any termination of this Agreement and any termination of the employment relationship between Employee and the Company.

28. **Third-Party Beneficiaries**. Each member of the Company Group that is not a signatory to this Agreement shall be a third-party beneficiary of Employee's obligations under Sections 7-15, 20, and 25 and shall be entitled to enforce such obligations as if a party hereto.

29. **Certain Excise Taxes**. Notwithstanding anything to the contrary in this Agreement, if Employee is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the benefits provided for in this Agreement, together with any other payments and benefits which Employee has the right to receive from the Company and its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the benefits provided for in this Agreement (beginning with any benefit to be paid in cash hereunder) shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Employee from the Company will be one dollar ($1.00) less than three times Employee's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Employee shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Employee (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The determination as to whether any such reduction in the amount of the benefits provided hereunder is necessary shall be made by the Compensation Committee in good faith and in consultation with tax and legal advisors of the Company. If a reduced payment or benefit is made and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company (or its affiliates) used in determining if a "parachute payment" exists, exceeds one dollar ($1.00) less than three times Employee's base amount, then Employee shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 29 shall require the Company to be responsible for, or have any liability or obligation with respect to, Employee's excise tax liabilities under Section 4999 of the Code.

30. **Severability**. If an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or portion thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or portion thereof) shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

[*Remainder of Page Intentionally Blank;*
Signature Page Follows]

IN WITNESS WHEREOF, Employee and the Company each have caused this Agreement to be executed and effective as of the Effective Date.

EMPLOYEE

/s/ Terry Nutt
Terry Nutt

COMPANY

TALEN ENERGY CORPORATION

By: /s/ Andrew Wright
Name: Andrew Wright
Title: Chief Administrative Officer

EXHIBIT A

PRIOR INVENTIONS

1. The following is a complete list of all Prior Inventions relevant to the subject matter of Employee's employment by the Company that have been made or conceived or first reduced to practice by Employee alone or jointly with others prior to Employee's employment with or affiliation with the Company or any other member of the Company Group:

Check appropriate space(s):

 None.

 See below:

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 Due to confidentiality agreements with a prior employer, Employee cannot disclose certain Prior Inventions that would otherwise be included on the above-described list.

 Additional sheets attached.

2. Employee proposes to bring to Employee's employment the following devices, materials, and documents of a former employer or other person to whom Employee has an obligation of confidentiality that is not generally available to the public, which materials and documents may be used in Employee's employment pursuant to the express written authorization of Employee's former employer or such other person (a copy of which is attached to this Agreement):

Check appropriate space(s):

 None.

 See below:

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 Additional sheets attached.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by and between Talen Energy Corporation, a Delaware corporation (the "Company"), and John Wander ("Employee") effective as of June 9, 2023 (the "Effective Date").

1. **Employment.** During the Employment Period (as defined below), the Company shall employ Employee, and Employee shall serve, as General Counsel of the Company. In addition, if requested by the Company, Employee shall serve as an officer or member of the board of directors of any subsidiaries or affiliates of the Company without additional compensation.

2. **Duties and Responsibilities of Employee.**

(a) During the Employment Period, Employee shall actively engage in the business and affairs of the Company (together with its direct and indirect subsidiaries, the "Company Group") as may be requested by the Chief Executive Officer ("CEO") of the Company from time to time, devote such amount of Employee's business time and attention as is reasonably necessary to manage the business and affairs of the Company, which amount of time will constitute substantially all of Employee's business time. Employee's duties and responsibilities shall include those normally incidental to the position(s) identified in Section 1, as well as such additional duties as may be assigned to Employee by the CEO from time to time, which duties and responsibilities may include providing services to other members of the Company Group in addition to the Company. Employee may, without violating this Section 2(a), (i) as a passive investment, own publicly traded securities in such form or manner as will not require any services by Employee in the operation of the entities in which such securities are owned; (ii) engage in charitable and civic activities; (iii) serve on the board of directors of Vogel Alcove, a nonprofit organization; and (iv) with the prior written consent of the board of directors of the Company (the "Board"), engage in other personal and passive investment activities, in each case, so long as such engagements, ownership, interests or activities do not interfere with Employee's ability to fulfill Employee's duties and responsibilities under this Agreement and are not inconsistent with Employee's obligations to any member of the Company Group or competitive with the business of any member of the Company Group.

(b) Employee hereby represents and warrants that Employee is not the subject of. or a party to. any non-competition or non-solicitation covenant, non-disclosure agreement, or any other agreement, obligation, restriction or understanding that would prohibit Employee from executing this Agreement or fully performing each of Employee's duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect any of the duties and responsibilities that may now or in the future be assigned to Employee hereunder. Employee expressly acknowledges and agrees that Employee is strictly prohibited from using or disclosing any confidential information belonging to any prior employer in the course of performing services for any member of the Company Group, and Employee promises that Employee shall not do so. Employee shall not introduce documents or other materials containing confidential information of any prior employer to the premises or property (including computers and computer systems) of any member of the Company Group.

(c) Employee owes each member of the Company Group fiduciary duties, and the obligations described in this Agreement are in addition to. and not in lieu of, the obligations Employee owes each member of the Company Group under statutory and common law.

3. **Compensation.**

(a) Base Salary. During the Employment Period, the Company shall pay to Employee an annualized base salary of $550,000 (the "Base Salary") in consideration for Employee's services under this Agreement, payable in substantially equal installments in conformity with the Company's customary payroll practices for similarly situated employees as may exist from time to time, but no less frequently than twice per month. The Base Salary shall be subject to annual review by the Compensation Committee of the Board (the "Compensation Committee").

(b) Annual Bonus. Employee shall be eligible for bonus compensation for calendar year 2023 and each subsequent complete calendar year that Employee is employed by the Company hereunder (the "Annual Bonus"). The target Annual Bonus for each such calendar year (the "Bonus Year") shall be 100% of Employee's Base Salary in effect as of the first day of the Bonus Year (or, with respect to calendar year 2023, in effect on the Effective Date), with the actual Annual Bonus for a Bonus Year depending on the level of achievement of the performance targets as determined by the Compensation Committee for the Bonus Year. The performance targets that must be achieved in order to be eligible for certain bonus levels shall be established by the Compensation Committee annually, in its sole discretion, and communicated to Employee within the first one-hundred twenty (120) days of the applicable Bonus Year. Each Annual Bonus (including the 2023 Bonus), if any, shall be paid as soon as administratively feasible after the Compensation Committee certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than March 15 following the end of such Bonus Year. Notwithstanding anything in this Section 3(b) to the contrary, but subject to Section 8. no Annual Bonus (including the 2023 Bonus), if any, nor any portion thereof, shall be payable for any Bonus Year unless Employee remains continuously employed by the Company from the Effective Date through the date on which such Annual Bonus is paid.

(c) Long-Term Incentive Awards.

(i) As soon as practicable (but no later than sixty (60) days) following the Effective Date (the " Date of Grant"), the Board shall establish a Long Term Incentive Plan (such plan, or any successor plan, the "LT1P") and grant to Employee thereunder: (i) an award of restricted stock units (the "RSUs") and (ii) an award of performance stock units (the " PSUs." and collectively with the RSLJs, the "Emergence Grant"). The Emergence Grant will be made with respect to a number of shares of Company common stock having a value, based on the equity value implied by the Company's plan enterprise value determined as of the effective date of its Plan of Reorganization pursuant to Chapter I 1 of the Bankruptcy Code, as determined by the Board in good faith, equal to $6,600,000. The Emergence Grant will be allocated between RSUs and PSUs on a basis determined by the Board. The RSUs shall generally vest in one-third increments on each of the first three (3) anniversaries of the Date of Grant, provided Employee remains continuously employed by the Company or an affiliate of the Company through each such vesting date. The PSUs shall vest on the third (3rd) anniversary of the Date of Grant, subject to Employee's continuous employment and the achievement of the performance metrics determined by the Board and set forth in the applicable grant agreements.

(ii) Provided that Employee is employed by the Company on the applicable date of grant. Employee shall be eligible to receive an annual grant under the LTIP with a grant date target value not less than 400% of Employee's Base Salary as in effect on the applicable date of grant of such award on such terms and conditions as the Board and the Compensation Committee shall determine from time to time. All awards granted to Employee under the LTIP shall be subject to and governed by the terms and provisions of the LTIP as in effect from time to

time and the award agreements evidencing such awards. For the avoidance of doubt, after the receipt of the Emergence Grant. Employee shall not receive any additional annual grants in the calendar years of 2023, 2024 or 2025. Employee w ill resume receipt of annual grants under the LTIP in the normal course in calendar year 2026.

4. **Term of Employment.** The term of Employee's employment under this Agreement shall be for the period beginning on the Effective Date and ending on the third (3rd) anniversary of the Effective Date (the "Term"). The parties may, but shall not be required to, mutually agree to extend the Term for additional one (1)-year periods. Notwithstanding any other provision of this Agreement, Employee's employment pursuant to this Agreement may be terminated at any time in accordance with Section 8. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Employee's employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the ''Employment Period."

5. **Business Expenses.** Subject to Section 27. the Company shall reimburse Employee for Employee's reasonable out-of-pocket business-related expenses actually incurred in the performance of Employee's duties hereunder during the Employment Period so long as Employee timely submits all documentation for such expenses, as required by Company policy in effect from time to time. Any such reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of such documentation (but in any event not later than the close of Employee's taxable year following the taxable year in which the expense is incurred by Employee). In no event shall any reimbursement be made to Employee for any expenses incurred after the date of Employee's termination of employment with the Company.

6. **Signing Bonus.** The Company will pay to Employee a one-time signing bonus of $500,000 (the " Signing Bonus") payable in two installments, which shall each comprise fifty percent (50%) of the Signing Bonus, in cash, which shall be paid as follows: (i) the first installment shall be made on or within thirty (30) days of the Effective Date, and (ii) the second installment shall be on the first anniversary of the Effective Date, provided Employee remains continuously employed by the Company or an affiliate of the Company through each such payment date. If Employee is terminated by the Company for Cause or terminates his employment without Good Reason prior to the twelve (12)-month anniversary of the Effective Date, Employee will promptly repay to the Company the gross amount of the Signing Bonus received by Executive, including any prior installment paid, and Employee shall forfeit the right to any future payments of the Signing Bonus.

7. **Benefits.**

(a) During the Employment Period. Employee shall be eligible to participate in the same benefit plans and programs in which other similarly situated Company employees are eligible to participate, subject to the terms and conditions of the applicable plans and programs in effect from time to time. The Company shall not, however, by reason of this Section 7, be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plan or policy, so long as such changes are similarly applicable to similarly situated Company employees generally.

(b) Subject to Section 27, the Company shall reimburse Employee for relocation expenses not to exceed $25,000 for his relocation to the Houston. Texas metropolitan area that are mutually agreeable to Employee and the Company, so long as Employee submits all documentation for such reimbursement within thirty (30) days following the date the applicable expense is incurred by Employee. Any reimbursement of expenses shall be made by the Company upon or as soon as practicable

following receipt of supporting documentation (but in any event not later the last day of the taxable year following the taxable year in which such expenses were incurred by Employee).

(c) The Company shall reimburse Employee up to $15,000 for legal fees incurred in connection with the review of this Agreement.

(d) The Company shall cover Employee under directors' and officers' liability insurance from the Effective Date, through the Term. and. while potential liability exists, after the Term or the termination of Employee's employment with the Company, on substantially similar terms as provided to other executive officers of the Company.

(e) During the Employment Period, the Employee shall be entitled to four (4) weeks of paid vacation per calendar year (as prorated for partial years), administered in accordance with the Company's policy on accrual and use applicable to employees as in effect from time to time. Vacation may be taken at such times and intervals as the Employee determines, subject to the business needs of the Company.

8. **Termination of Employment.**

(a) Company's Right to Terminate Employee's Employment for Cause . The Company shall have the right to terminate Employee's employment hereunder at any time for Cause. For purposes of this Agreement, "Cause" shall mean Employee's commission of an act or omission, or Employee causing the Company or any other member of the Company Group to commit an act or omission, that constitutes:

(i) Employee's fraud or misconduct;

(ii) Employee's violation of applicable law in connection with the management, operation or reputation of the Company or any other member of the Company Group that results in (or could reasonably be expected to result in) material in jury to the Company or any other member of the Company Group;

(iii) Employee's material breach of this Agreement or any other written agreement between Employee and one or more members of the Company Group, including Employee's material breach of any representation, warranty or covenant made under any such agreement;

(iv) Employee's act of theft, embezzlement or misappropriation of the property of the Company or any other member of the Company Group, in each case, that results in (or could reasonably be expected to result in) material financial or reputational harm to the Company or any other member of the Company Group;

(v) Employee's breach of his duty of loyalty to the Company or violation of the Company's policies (to the extent such policies have been clearly communicated in writing to Employee), including the Company's code of conduct and business ethics (or similar policies), anti-harassment policy, anti-retaliation, or policies related to age, sex or other prohibited discrimination in the workplace; or

(vi) Employee's conviction or plea of *nolo contendere* to a felony or crime involving moral turpitude.

Notwithstanding the foregoing, no determination of "Cause" may be made pursuant to Sections 8(a)(ii) or (iii) unless (1) Employee has been given written notice by the Board describing the specific alleged action(s) or omission(s) that constitute "Cause," and (2) Employee has failed to cure such acts or omissions within thirty (30) days of such notice from the Board. Upon the termination of Employee's employment pursuant to this Section 8(a), the Company shall pay to Employee (A) all earned and unpaid Base Salary as of the date of the termination of Employee's employment with the Company. (B) reimbursement for all incurred but unreimbursed expenses for which Employee is entitled to reimbursement in accordance with Section 5 and Sections 7(b), (c), (d), and (e), and (C) benefits to which Employee is entitled under the terms of any applicable benefit plan or program described in Section 7(a) (collectively, the "Accrued Benefits"). In addition, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(c) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event of a termination of Employee's employment for Cause.

(b) Company's Right to Terminate for Convenience . The Company shall have the right to terminate Employee's employment for convenience at any time and for any reason, or no reason at all, upon written notice to Employee, in which event Employee shall receive the compensation and benefits described in Section 8(f).

(c) Employee's Right to Terminate for Good Reason . Employee shall have the right to terminate Employee's employment with the Company at any time for Good Reason, in which event Employee shall receive the compensation and benefits described in Section 8(f). For purposes of this Agreement, "Good Reason" shall mean any of the following occurring without Employee's consent:

(i) a material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);

(ii) a material reduction in Employee's Base Salary;

(iii) a relocation of Employee's primary work location to a distance of more than 50 miles from the Houston. Texas metropolitan area; or

(iv) a material breach by the Company of any of its obligations under this Agreement.

The Company and Employee agree that Good Reason shall not exist unless and until Employee provides the Company with written notice of the acts alleged to constitute Good Reason within ninety (90) days of Employee's knowledge of the occurrence of such event, and Company fails to cure such acts within thirty (30) days of receipt of such notice. Employee must terminate employment within sixty (60) days following the expiration of such cure period for the termination to be on account of Good Reason.

(d) Death or Disability. Upon the death or Disability of Employee, Employee's employment with the Company shall automatically terminate and the Company shall pay to Employee or Employee's estate, as applicable, (i)the Accrued Benefits, (ii) any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of employment occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates), and (iii) an Annual Bonus for the year in which such termination of employment occurs based on actual performance results for the applicable Bonus Year and prorated for the period of days beginning on January 1 (or. if later the Effective Date) and ending on the date of such termination of employment

relative to the number of days in the applicable Bonus Year. The prorated Annual Bonus described in clause (iii) of the preceding sentence, if any, shall be paid in cash at the same time corresponding bonuses are paid to similarly situated employees of the Company, but in no event later than March 15 following the year in which such termination of employment occurs. For purposes of this Agreement, a "Disability" shall exist if, as determined in the reasonable opinion of a licensed physician, Employee is unable to perform the essential functions of Employee's position (after accounting for reasonable accommodation, if applicable and required by applicable law), due to physical or mental impairment, that continues for a period in excess of ninety (90) consecutive days or one hundred-eighty (180) days, whether or not consecutive (or for any longer period as may be required by applicable law), in any twelve (12)-month period.

(e) Employee's Right to Terminate for Convenience. In addition to Employee's right to terminate Employee's employment for Good Reason, Employee shall have the right to terminate Employee's employment with the Company for convenience at any time and for any other reason, or no reason at all. upon sixty (60) days' advance written notice to the Company; *provided, however,* that if Employee has provided notice to the Company of Employee's termination of employment, the Company may determine, in its sole discretion, that such termination shall be effective on any date prior to the effective date of termination provided in such notice (and. if such earlier date is so required, then it shall not change the basis for Employee's termination of employment nor be construed or interpreted as a termination of employment pursuant to Section 8(b)). Upon the termination of Employee's employment pursuant to this Section 8(e). the Company shall pay to Employee the Accrued Benefits.

(f) Effect of Termination of Employment without Cause or for Good Reason.

(i) If Employee's employment hereunder is terminated prior to the expiration of the Term by the Company without Cause pursuant to Section 8(b) or is terminated by Employee for Good Reason pursuant to Section 8(c), then the Company shall pay Employee the Accrued Benefits and any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of employment occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates) and, so long as (and only if) Employee: (x) executes on or before the Release Expiration Date (as defined below), and does not revoke within any time provided by the Company to do so. a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees (the "Release"), which Release shall release each member of the Company Group and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) from any and all claims, including any and all causes of action arising out of Employee's employment with the Company and any other member of the Company Group or the termination of such employment, but excluding all claims to severance payments Employee may have under this Section 8(f): and (y) abides by the terms of each of Sections 9. 10, and 11 then:

(A) The Company shall make severance payments to Employee in a total amount equal to (i) twelve (12) months' worth of Employee's Base Salary and (ii) one (1) times the target Annual Bonus, where each are determined as of the year in which such termination occurs (such total severance payments being referred to as the "Severance Payment"). The Severance Payment will be divided into substantially equal installments paid over the twelve (12)-month period following the date on which Employee's employment terminates (the "Termination Date"). On the Company's first regularly

scheduled pay date that is on or after the date that is sixty (60) days after the Termination Date (the "First Payment Date"), the Company shall pay to Employee, without interest, a number phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is forty-five (45) days following such delivery date.

(g) After-Acquired Evidence. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines, in good faith, that Employee is eligible to receive the Termination Benefits pursuant to Section 8(f) but. after such determination, the Company subsequently acquires evidence or determines that: (i) Employee has failed to abide by the terms of Sections 9, 10, or 11; or (ii) a Cause condition existed prior to the Termination Date that, had the Company been fully aware of such condition, would have given the Company the right to terminate Employee's employment pursuant to Section 8(a), then the Company shall have the right to cease the payment of any future installments of the Termination Benefits and Employee shall promptly return to the Company all installments of the Termination Benefits received by Employee prior to the date that the Company determines that the conditions of this Section 8(g) have been satisfied. In addition, the provisions of the last sentence of Section 8(a) shall apply, and, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(c) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event Employee fails to abide by the terms of Sections 9, 10 or 11.

9. **Disclosures.** Promptly (and in any event, within three (3) Business Days) upon becoming aware of (a) any actual or potential Conflict of Interest or (b) any lawsuit, claim or arbitration filed against or involving Employee or any trust or vehicle owned or controlled by Employee, in each case, Employee shall disclose such actual or potential Conflict of Interest or such lawsuit, claim or arbitration to the Board. A "Conflict of Interest" shall exist when Employee engages in, or plans to engage in. any activities, associations, or interests that conflict with, or create an appearance of a conflict with, Employee's duties, responsibilities, authorities, or obligations for or to any member of the Company Group.

10. **Confidentiality.** In the course of Employee's employment with the Company and the performance of Employee's duties on behalf of the Company Group hereunder, Employee will be provided with, and will have access to. Confidential Information (as defined below). As a condition of Employee's receipt and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Employee's employment hereunder. Employee shall comply with this Section 10.

(a) Both during the Employment Period and thereafter, except as expressly permitted by this Agreement or by directive of the Board, Employee shall not disclose any Confidential Information to any person or entity and shall not use any Confidential Information except for the benefit of the Company Group. Employee shall follow all Company policies and protocols regarding the security of all documents and other materials containing Confidential Information (regardless of the medium on which Confidential Information is stored). The covenants of this Section 10(a) shall apply to all Confidential Information, whether now known or later to become known to Employee during the period that Employee is employed by or affiliated with or providing services to the Company or any other member of the Company Group.

(b) Notwithstanding any provision of Section 10(a) to the contrary, Employee may make the following disclosures and uses of Confidential Information:

(i) disclosures to other employees of a member of the Company Group who have a need to know the information in connection with the businesses of the Company Group;

(ii) disclosures to third parties when, in the reasonable and good faith belief of Employee, such disclosure is in connection with Employee's performance of Employee's duties under this Agreement and in the best interest of the Company Group;

(iii) disclosures and uses that are approved in writing by the Board; or

(iv) disclosures to a person or entity that has (x) been retained by a member of the Company Group to provide services to one or more members of the Company Group and (y) agreed in writing to abide by the terms of a confidentiality agreement.

(c) Upon the expiration of the Employment Period, and at any other time upon request of the Company, Employee shall promptly surrender and deliver to the Company all documents (including electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information and any other Company Group property (including any Company Group-issued computer, mobile device or other equipment) in Employee's possession, custody or control and Employee shall not retain any such documents or other materials or property of the Company Group. Within five (5) days of any such request, Employee shall certify to the Company in writing that all such documents, materials and property have been returned to the Company.

(d) All trade secrets, non-public information, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, made, developed or acquired by or disclosed to Employee, individually or in conjunction with others, during the period that Employee is employed by the Company or any other member of the Company Group (whether during business hours or otherwise and whether on the Company's premises or otherwise), that relate to any member of the Company Group's businesses or properties, products or services (including all such information relating to corporate opportunities, operations, future plans, methods of doing business, business plans, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or acquisition targets or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "Confidential Information." Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression are and shall be the sole and exclusive property of the Company or other applicable member of the Company Group and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement. For purposes of this Agreement, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure or wrongful act of Employee or any of Employee's agents; (ii) was available to Employee on a non-confidential basis before its disclosure by a member of the Company Group; or (iii) becomes available to Employee on a non-confidential basis from a source other than a member of the Company Group; *provided, however,* that such source is not bound

by a confidentiality agreement with, or other obligation with respect to confidentiality to, a member of the Company Group.

(e) Notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental authority regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee from any such governmental authority; (iii) testifying, participating or otherwise assisting in any action or proceeding by any such governmental authority relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal. Nothing in this Agreement requires Employee to obtain prior authorization before engaging in any conduct described in this paragraph, or to notify the Company that Employee has engaged in any such conduct.

11. **Non-Competition; Non-Solicitation.** The Employee acknowledges that (i) the Employee performs services of a unique nature for the Company that are irreplaceable, and that the Employee's performance of such services to a competing business will result in irreparable harm to the Company, (ii) the Employee has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company Group, (iii) in the course of the Employee's employment by a competitor, the Employee would inevitably use or disclose such Confidential Information, (iv) the Company and Group has substantial relationships with their Customers and the Employee has had and will continue to have access to these Customers, (v) the Employee has received and will receive specialized training from the Company Group, and (vi) the Employee has generated and will continue to generate goodwill for the Company Group in the course of the Employee's employment. Accordingly, the Employee agrees that for the duration of Employee's employment and for one (1) year thereafter, Employee shall not, directly or indirectly:

(a) be employed as a general counsel or chief legal officer by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services as a general counsel or chief legal officer to any corporation or other entity, in whatever form, engaged in competition with the Company Group on the Termination Date. which includes the business of merchant power production, including nuclear power generation in the State of Texas. Notwithstanding the foregoing, nothing herein shall prohibit the Employee from being a passive owner of not more than three percent (3%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company Group, so long as the Employee has no active participation as a general counsel or chief legal officer in the business of such corporation. In addition, the provisions of this Section 11(a) shall not be violated by the Employee commencing employment with a subsidiary, division or unit of any entity that engages in a business in competition with the Company Group so long as the Employee and such subsidiary, division or unit does not engage in a business in competition with the Company Group.

(b) solicit, induce or attempt to induce any employee, agent or individual retained as an independent contractor of the Company or any member of the Company Group to terminate his or her employment or contracting relationship with such entity, or to become an employee or independent

contractor of any other Person or hire or retain any such employee, agent or individual, or take any action to materially assist or aid any other Person in identifying, hiring or soliciting any such employee, agent or individual (any employee, agent or individual retained as an independent contractor of the Company shall be deemed covered by this Section 11(b) while so employed or retained and for a period of six (6) months thereafter);

(c) solicit, induce or attempt to induce any Customer, supplier or other business relation of the Company Group to cease doing or reduce the amount of its business with such entity or in any way interfere with the relationship between any such Customer, supplier or other business relation and such entity; or

(d) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company Group and any of their respective vendors, joint venturers or licensors.

(e) Notwithstanding anything contained in this Agreement or any agreement to which Employee is a party or by which Employee may be bound, this Section 11 will be limited to comply with Rule 5.06(a) of the Texas Disciplinary Rules of Professional Conduct or other similar applicable law or ethical or professional rules or restrictions.

(f) Definitions. For the purposes of this Section 11, the following definitions shall apply:

(i) "Customer" means any Person who or which: (a) purchased products or services from the Company Group prior to or during Employee's period of employment and who or which Employee was aware of or about which Employee had received Confidential Information: or (b) was called upon or solicited by the Company Group or any of their predecessors prior to or during the twelve (12) month period prior to the Termination Date, if Employee had direct or indirect contact with such Person as an employee of the Company Group or learned or became aware of such Person during Employee's employment with the Company Group.

(ii) "Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

12. **Ownership of Intellectual Property.**

(a) Employee agrees that the Company shall own. and Employee shall (and hereby does) assign, all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), discoveries, developments, improvements, innovations, works of authorship, mask works, designs, know-how, ideas, formulae, processes, techniques, data and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by Employee during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, whether or not registerable under U.S. law or the laws of other jurisdictions, that either (i) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Company Group's businesses or actual or anticipated research or development; or (ii) were developed on any amount of the Company's or any other member of the Company Group's time or with the use of any member of the Company Group's equipment, supplies, facilities or Confidential Information (all of the

foregoing collectively referred to herein as "Company Intellectual Property"), and Employee shall promptly disclose all Company Intellectual Property to the Company in writing. To support Employee's disclosure obligation herein. Employee shall keep and maintain adequate and current written records of all Company Intellectual Property made by Employee (solely or jointly with others) during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group in such form as may be specified from time to time by the Company. These records shall be available to, and remain the sole property of, the Company at all times.

(b) All of Employee's works of authorship and associated copyrights created during the period in which Employee is employed by or affiliated with the Company or any other member of the Company Group and in the scope of Employee's employment or engagement shall be deemed to be "works made for hire" within the meaning of the Copyright Act. To the extent any right, title and interest in and to Company Intellectual Property cannot be assigned by Employee to the Company, Employee shall grant, and does hereby grant, to the Company Group an exclusive, perpetual, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, use, sell, offer for sale, import, export, reproduce, practice and otherwise commercialize such rights, title and interest.

(c) Employee recognizes that this Agreement will not be deemed to require assignment of any invention or intellectual property that Employee developed entirely on Employee's own time without using the equipment, supplies, facilities, trade secrets, or Confidential Information of any member of the Company Group. In addition, this Agreement does not apply to any invention that qualifies fully for protection from assignment to the Company under any specifically applicable state law or regulation.

(d) To the extent allowed by law, this Section applies to all rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like, including without limitation those rights set forth in 17 U.S.C. § 106A (collectively, " Moral Rights"). To the extent Employee retains any Moral Rights under applicable law, Employee hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by the Company or any member of the Company Group, and Employee hereby waives and agrees not to assert any Moral Rights with respect to such Moral Rights. Employee shall confirm any such ratifications, consents, waivers, and agreements from time to time as requested by the Company.

(e) All inventions (whether or not patentable), original works of authorship, designs, know-how, mask works, ideas, information, developments, improvements, and trade secrets of which Employee is the sole or joint author, creator, contributor, or inventor that were made or developed by Employee prior to Employee's employment with or affiliation with the Company or any other member of the Company Group, or in which Employee asserts any intellectual property right, and which are applicable to or relate in any way to the business, products, services, or demonstrably anticipated research and development or business of any member of the Company Group ("Prior Inventions") are listed on Exhibit A, and Employee represents that Exhibit A is a complete list of all such Prior Inventions. If no such list is attached. Employee hereby represents and warrants that there are no Prior Inventions, and Employee shall make no claim of any rights to any Prior Inventions. If, in the course of Employee's employment with or affiliation with the Company or any other member of the Company Group, Employee incorporates into the product, process, or device of any member of the Company Group a Prior Invention, the Company Group is hereby granted and will have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, import, export, offer for sale, sell and otherwise commercialize such Prior Invention as part of or in connection with such product, process, or device of any member of the Company Group.

(f) Employee shall perform, during and after the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, all acts deemed necessary or desirable by the Company to permit and assist each member of the Company Group, at the Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company intellectual Property and Confidential Information assigned, to be assigned, or licensed to the Company under this Agreement. Such acts may include execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications; (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights; and (iii) in other legal proceedings related to the Company Intellectual Property or Confidential Information.

(g) In the event that the Company (or, as applicable, a member of the Company Group) is unable for any reason to secure Employee's signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Confidential Information or Company Intellectual Property (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations of such Company Intellectual Property), Employee hereby irrevocably designates and appoints the Company and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee, (i) to execute, file, prosecute, register and memorialize the assignment of any such application; (ii) to execute and file any documentation required for such enforcement; and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Confidential Information or Company Intellectual Property, all with the same legal force and effect as if executed by Employee.

(h) In the event that Employee enters into, on behalf of any member of the Company Group, any contracts or agreements relating to any Confidential Information or Company Intellectual Property, Employee shall assign such contracts or agreements to the Company (or the applicable member of the Company Group) promptly, and in any event, prior to Employee's termination of employment. If the Company (or the applicable member of the Company Group) is unable for any reason to secure Employee's signature to any document required to assign said contracts or agreements, or if Employee does not assign said contracts or agreements to the Company (or the applicable member of the Company Group) prior to Employee's termination of employment. Employee hereby irrevocably designates and appoints the Company (or the applicable member of the Company Group) and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee to execute said assignments and to do all other lawfully permitted acts to further the execution of said documents.

13. **Defense of Claims.** During the Employment Period and for a period of one (1) year following the Termination Date, upon request from the Company, Employee shall reasonably cooperate with the Company Group, at times and locations agreeable to Employee, to assist (i) in the prosecution of any claims that may be made by the Company Group, to the extent that such claims may relate to the Employee's employment with the Company and about which the Employee has substantial knowledge (collectively, the "Claims"). (2) in the defense of any Claims that may be made by or against any member of the Company Group that relate to Employee's actual or prior areas of responsibility. Subject to Section 10(e), the Employee agrees to promptly inform the Company if the Employee becomes aware of any

lawsuits involving Claims that may be filed or threatened against the Company Group. Subject to Section 10(e), the Employee also agrees to promptly inform the Company (to the extent that the Employee is legally permitted to do so) if the Employee is asked to assist in any investigation of the Company Group (or their actions) or another party attempts to obtain information or documents from the Employee (other than in connection with any litigation or other proceeding in which the Employee is a party-in-opposition) with respect to matters the Employee believes in good faith to relate to any investigation of the Company Group, in each case, regardless of whether a lawsuit or other proceeding has then been tiled against the Company Group with respect to such investigation, and shall not do so unless legally required. Subject to Section 10(e). during the pendency of any litigation or other proceeding involving Claims, the Employee shall not communicate with anyone (other than the Employee's attorneys and tax and/or financial advisors and except to the extent that the Employee determines in good faith is necessary in connection with the performance of the Employee's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company Group without giving prior written notice to the Company or the Company's counsel.

14. **Non-Disparagement.** During the Employment Period and thereafter, except to the extent compelled or required by applicable law and subject to Section 10(e), Employee agrees Employee shall not disparage the Company or its respective officers, directors, employees, shareholders or successors or their respective products or services, in any manner (including but not limited to, verbally or via hard copy, websites, blogs, social media forums or any other medium); provided, however, that nothing in this Section shall prevent Employee from: engaging in concerted activity relative to the terms and conditions of Employee's employment and in communications protected under the National Labor Relations Act, filing a charge or providing information to any governmental agency; and provided, further, that nothing in this Section shall prevent either Employee or the Company or any of its directors or executive officers from providing information in response to a subpoena or other enforceable legal process or as otherwise required by law.

15. **Reasonableness of Covenants.** In signing this Agreement, Employee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under these Sections 10, 11, 12, 13, and 14. Employee agrees that these restraints are necessary for the reasonable and proper protection of the Company Group and their trade secrets and Confidential Information and that such restraints are reasonable in respect to subject matter, length of time and geographic area. Employee acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company Group.

16. **Tolling.** In the event of any violation of the provisions of Section 11 hereto, Employee acknowledges and agrees that the post-termination restrictions contained in Section 11 shall be extended by a period of time equal to the period of such violation, as determined by a court of law, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

17. **Withholdings; Deductions.** The Company may withhold and deduct from any benefits and payments made or to be made pursuant to this Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by Employee.

18. **Title and Headings; Construction.** Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. Unless the context requires otherwise, all references to laws,

regulations, contracts, documents, agreements and instruments refer to such laws, regulations, contracts, documents, agreements and instruments as they may be amended from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. All references to "dollars" or "$" in this Agreement refer to United States dollars. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement, including all Exhibits attached hereto, and not to any particular provision hereof. The word "or" is not exclusive. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to "including" shall be construed as meaning "including without limitation." Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

19. **Applicable Law.** This Agreement shall in all respects be construed according to the laws of the State of Texas without regard to its conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereto consent to the exclusive jurisdiction, forum and venue of the state and federal courts (as applicable) located in Houston. Texas.

20. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersede all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof, other than any indemnification rights or equity award agreements, which are in effect or outstanding as of the Effective Date. This Agreement may be amended only by a written instrument executed by both parties hereto.

21. **Enforcement.** The parties hereto acknowledge that an award of damages for failure to comply with Sections 10, 11, 12, 13, and 14 of this Agreement may not be an adequate remedy for the Company attempting to enforce or prevent the breach of such provisions, and accordingly the parties hereto authorize the Company to (in addition to any other remedies or relief to which it may be entitled) bring an action against Employee for a permanent or temporary injunction, to compel the specific performance or any other equitable remedy by Employee of their obligations to comply with, or prevent the breach of or remedy the breach of, such provisions without proof of actual damages.

22. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time.

23. **Assignment.** This Agreement is personal to Employee, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Employee. The Company may assign this Agreement without Employee's consent, including to any member of the Company Group and to any successor (whether by merger, purchase or otherwise) to all or substantially all of the equity, assets or businesses of the Company.

24. **Notices.** Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person; (b) on the first Business Day after such notice is sent by express overnight courier service; or (c) on the second Business Day following deposit with a nationally-recognized second-day courier service with proof of receipt maintained, in each case, to the following address, as applicable:

If to the Company, addressed to:

Talen Energy Corporation
1780 Hughes Landing Blvd.
Suite 800
The Woodlands, Texas 77380
Attention: Board of Directors

If to Employee, addressed to:

John C. Wander

(Or, *if different, the latest address on file with the Company)*

25. **Counterparts.** This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

26. **Deemed Resignations.** Except as otherwise determined by the Board or as otherwise agreed to in writing by Employee and any member of the Company Group prior to the termination of Employee's employment with the Company or any member of the Company Group, any termination of Employee's employment shall constitute, as applicable, an automatic resignation of Employee: (a) as an officer of the Company and each member of the Company Group; (b) from the Board; and (c) from the board of directors or board of managers (or similar governing body) of any member of the Company Group and from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity or other entity in which any member of the Company Group holds an equity interest and with respect to which board of directors or board of managers (or similar governing body) Employee serves as such Company Group member's designee or other representative.

27. **Section 409A.**

(a) Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A. each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a

termination of Employee's employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A.

(b) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A). (i) any such expense reimbursement shall be made by the Company no later than the last day of Employee's taxable year following the taxable year in which such expense was incurred by Employee, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided,* that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

(c) Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Employee's receipt of such payment or benefit is not delayed until the earlier of the date of Employee's death or the date that is six (6) months after the Termination Date (such date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to Employee (or Employee's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with. Section 409A and in no event shall any member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non- compliance with Section 409A.

28. **Effect of Termination.** The provisions of Sections 8(a), 9-16, 21, 26, and 27 and those provisions necessary to interpret and enforce them, shall survive any termination of this Agreement and any termination of the employment relationship between Employee and the Company.

29. **Third-Party Beneficiaries.** Each member of the Company Group that is not a signatory to this Agreement shall be a third-party beneficiary of Employee's obligations under Sections 8-16, 21, and 26 and shall be entitled to enforce such obligations as if a party hereto.

30. **Certain Excise Taxes.** Notwithstanding anything to the contrary in this Agreement, if Employee is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the benefits provided for in this Agreement, together with any other payments and benefits which Employee has the right to receive from the Company and its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the benefits provided for in this Agreement (beginning with any benefit to be paid in cash hereunder) shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Employee from the Company will be one dollar ($1.00) less than three times Employee's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Employee shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Employee (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The determination as to whether any such reduction in the amount of the benefits provided hereunder is necessary shall be made by the Compensation Committee in good faith and in consultation with tax and legal advisors of the Company. If a reduced payment or benefit is made and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company (or its affiliates) used in determining if a "parachute payment" exists, exceeds one

dollar ($1.00) less than three times Employee's base amount, then Employee shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 30 shall require the Company to be responsible for. or have any liability or obligation with respect to, Employee's excise tax liabilities under Section 4999 of the Code.

31. **Severability.** If an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or portion thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or portion thereof) shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, Employee and the Company each have caused this Agreement to be executed and effective as of the Effective Date.

EMPLOYEE

/s/ John Wander
John Wander

COMPANY

TALEN ENERGY CORPORATION

By: /s/ Andrew Wright
Name: Andrew Wright
Title: General Counsel & Corporate Secretary

EXHIBIT A

PRIOR INVENTIONS

1. The following is a complete list of all Prior Inventions relevant to the subject matter of Employee's employment by the Company that have been made or conceived or first reduced to practice by Employee alone or jointly with others prior to Employee's employment with or affiliation with the Company or any other member of the Company Group:

Check appropriate space(s):

☐ None.

☐ See below:

___

___

___

☐ Due to confidentiality agreements with a prior employer, Employee cannot disclose certain Prior Inventions that would otherwise be included on the above-described list.

☐ Additional sheets attached.

2. Employee proposes to bring to Employee's employment the following devices, materials, and documents of a former employer or other person to whom Employee has an obligation of confidentiality that is not generally available to the public, which materials and documents may be used in Employee's employment pursuant to the express written authorization of Employee's former employer or such other person (a copy of which is attached to this Agreement):

Check appropriate space(s):

☑ None.

☐ See below:

___

___

___

☐ Additional sheets attached.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by and between Talen Energy Corporation, a Delaware corporation (the "Company"), and Andrew Wright ("Employee") effective as of June 19, 2023 (the "Effective Date").

1. **Employment**. During the Employment Period (as defined below), the Company shall employ Employee, and Employee shall serve, as Chief Administrative Officer of the Company. In addition, if requested by the Company, Employee shall serve as an officer or member of the board of directors of any subsidiaries or affiliates of the Company without additional compensation.

2. **Duties and Responsibilities of Employee**.

(a) During the Employment Period, Employee shall actively engage in the business and affairs of the Company (together with its direct and indirect subsidiaries, the "Company Group") as may be requested by the Chief Executive Officer ("CEO") of the Company from time to time, devote such amount of Employee's business time and attention as is reasonably necessary to manage the business and affairs of the Company, which amount of time will constitute substantially all of Employee's business time. Employee's duties and responsibilities shall include those normally incidental to the position(s) identified in Section 1, as well as such additional duties as may be assigned to Employee by the CEO from time to time, which duties and responsibilities may include providing services to other members of the Company Group in addition to the Company. Employee may, without violating this Section 2(a), (i) as a passive investment, own publicly traded securities in such form or manner as will not require any services by Employee in the operation of the entities in which such securities are owned; (ii) engage in charitable and civic activities; and (iii) with the prior written consent of the board of directors of the Company (the "Board"), engage in other personal and passive investment activities, in each case, so long as such engagements, ownership, interests or activities do not interfere with Employee's ability to fulfill Employee's duties and responsibilities under this Agreement and are not inconsistent with Employee's obligations to any member of the Company Group or competitive with the business of any member of the Company Group.

(b) Employee hereby represents and warrants that Employee is not the subject of, or a party to, any non-competition or non-solicitation covenant, non-disclosure agreement, or any other agreement, obligation, restriction or understanding that would prohibit Employee from executing this Agreement or fully performing each of Employee's duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect any of the duties and responsibilities that may now or in the future be assigned to Employee hereunder. Employee expressly acknowledges and agrees that Employee is strictly prohibited from using or disclosing any confidential information belonging to any prior employer in the course of performing services for any member of the Company Group, and Employee promises that Employee shall not do so. Employee shall not introduce documents or other materials containing confidential information of any prior employer to the premises or property (including computers and computer systems) of any member of the Company Group.

(c) Employee owes each member of the Company Group fiduciary duties, and the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Employee owes each member of the Company Group under statutory and common law.

3. **Compensation**.

(a) Base Salary. During the Employment Period, the Company shall pay to Employee an annualized base salary of $530,000 (the "Base Salary") in consideration for Employee's services under this Agreement, payable in substantially equal installments in conformity with the Company's customary payroll practices for similarly situated employees as may exist from time to time, but no less frequently than twice per month. The Base Salary shall be subject to annual review by the Compensation Committee of the Board (the "Compensation Committee").

(b) Annual Bonus. Employee shall be eligible for bonus compensation for calendar year 2023 and each subsequent complete calendar year that Employee is employed by the Company hereunder (the "Annual Bonus"). The target Annual Bonus for each such calendar year (the "Bonus Year") shall be 100% of Employee's Base Salary in effect as of the first day of the Bonus Year (or, with respect to calendar year 2023, in effect on the Effective Date), with the actual Annual Bonus for a Bonus Year depending on the level of achievement of the performance targets as determined by the Compensation Committee for the Bonus Year. The performance targets that must be achieved in order to be eligible for certain bonus levels shall be established by the Compensation Committee annually, in its sole discretion, and communicated to Employee within the first one-hundred twenty (120) days of the applicable Bonus Year. Each Annual Bonus (including the 2023 Bonus), if any, shall be paid as soon as administratively feasible after the Compensation Committee certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than March 15 following the end of such Bonus Year. Notwithstanding anything in this Section 3(b) to the contrary, but subject to Section 7, no Annual Bonus (including the 2023 Bonus), if any, nor any portion thereof, shall be payable for any Bonus Year unless Employee remains continuously employed by the Company from the Effective Date through the date on which such Annual Bonus is paid.

(c) Long-Term Incentive Awards.

(i) As soon as practicable (but no later than sixty (60) days) following the Effective Date (the "Date of Grant"), the Board shall establish a Long Term Incentive Plan (such plan, or any successor plan, the "LTIP") and grant to Employee thereunder: (i) an award of restricted stock units (the "RSUs") and (ii) an award of performance stock units (the "PSUs," and collectively with the RSUs, the "Emergence Grant"). The Emergence Grant will be made with respect to a number of shares of Company common stock having a value, based on the equity value implied by the Company's plan enterprise value determined as of the effective date of its Plan of Reorganization pursuant to Chapter 11 of the Bankruptcy Code, as determined by the Board in good faith, equal to $6,360,000. The Emergence Grant will be allocated between RSUs and PSUs on a basis determined by the Board. The RSUs shall generally vest in one-third increments on each of the first three (3) anniversaries of the Date of Grant, provided Employee remains continuously employed by the Company or an affiliate of the Company through each

such vesting date. The PSUs shall vest on the third (3rd) anniversary of the Date of Grant, subject to Employee's continuous employment and the achievement of the performance metrics determined by the Board and set forth in the applicable grant agreements.

(ii) Provided that Employee is employed by the Company on the applicable date of grant, Employee shall be eligible to receive an annual grant under the LTIP with a grant date target value not less than 400% of Employee's Base Salary as in effect on the applicable date of grant of such award on such terms and conditions as the Board and the Compensation Committee shall determine from time to time. All awards granted to Employee under the LTIP shall be subject to and governed by the terms and provisions of the LTIP as in effect from time to time and the award agreements evidencing such awards. For the avoidance of doubt, after the receipt of the Emergence Grant, Employee shall not receive any additional annual grants in the calendar years of 2023, 2024 or 2025. Employee will resume receipt of annual grants under the LTIP in the normal course in calendar year 2026.

4. **Term of Employment**. The term of Employee's employment under this Agreement shall be for the period beginning on the Effective Date and ending on the third (3rd) anniversary of the Effective Date (the "Term"). The parties may, but shall not be required to, mutually agree to extend the Term for additional one (1)-year periods. Notwithstanding any other provision of this Agreement, Employee's employment pursuant to this Agreement may be terminated at any time in accordance with Section 7. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Employee's employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the "Employment Period."

5. **Business Expenses**. Subject to Section 26, the Company shall reimburse Employee for Employee's reasonable out-of-pocket business-related expenses actually incurred in the performance of Employee's duties hereunder during the Employment Period so long as Employee timely submits all documentation for such expenses, as required by Company policy in effect from time to time. Any such reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of such documentation (but in any event not later than the close of Employee's taxable year following the taxable year in which the expense is incurred by Employee). In no event shall any reimbursement be made to Employee for any expenses incurred after the date of Employee's termination of employment with the Company.

6. **Benefits**.

(a) During the Employment Period, Employee shall be eligible to participate in the same benefit plans and programs in which other similarly situated Company employees are eligible to participate, subject to the terms and conditions of the applicable plans and programs in effect from time to time. The Company shall not, however, by reason of this Section 6, be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plan or policy, so long as such changes are similarly applicable to similarly situated Company employees generally.

(b) The Company shall reimburse Employee up to $15,000 for legal fees incurred in connection with the review of this Agreement.

(c) The Company shall cover Employee under directors' and officers' liability insurance from the Effective Date, through the Term, and, while potential liability exists, after the Term or the termination of Employee's employment with the Company, on substantially similar terms as provided to other executive officers of the Company.

(d) During the Employment Period, the Employee shall be entitled to four (4) weeks of paid vacation per calendar year (as prorated for partial years), administered in accordance with the Company's policy on accrual and use applicable to employees as in effect from time to time. Vacation may be taken at such times and intervals as the Employee determines, subject to the business needs of the Company.

7. **Termination of Employment**.

(a) Company's Right to Terminate Employee's Employment for Cause. The Company shall have the right to terminate Employee's employment hereunder at any time for Cause. For purposes of this Agreement, "Cause" shall mean Employee's commission of an act or omission, or Employee causing the Company or any other member of the Company Group to commit an act or omission, that constitutes:

(i) Employee's fraud or misconduct;

(ii) Employee's violation of applicable law in connection with the management, operation or reputation of the Company or any other member of the Company Group that results in (or could reasonably be expected to result in) material injury to the Company or any other member of the Company Group;

(iii) Employee's material breach of this Agreement or any other written agreement between Employee and one or more members of the Company Group, including Employee's material breach of any representation, warranty or covenant made under any such agreement;

(iv) Employee's act of theft, embezzlement or misappropriation of the property of the Company or any other member of the Company Group, in each case, that results in (or could reasonably be expected to result in) material financial or reputational harm to the Company or any other member of the Company Group;

(v) Employee's breach of his duty of loyalty to the Company or violation of the Company's policies (to the extent such policies have been clearly communicated in writing to Employee), including the Company's code of conduct and business ethics (or similar policies), anti-harassment policy, anti-retaliation, or policies related to age, sex or other prohibited discrimination in the workplace; or

(vi) Employee's conviction or plea of *nolo contendere* to a felony or crime involving moral turpitude.

Notwithstanding the foregoing, no determination of "Cause" may be made pursuant to Sections 7(a)(ii) or (iii) unless (1) Employee has been given written notice by the Board describing the specific alleged action(s) or omission(s) that constitute "Cause," and (2) Employee has failed to cure such acts or omissions within thirty (30) days of such notice from the Board. Upon the termination of Employee's employment pursuant to this Section 7(a), the Company shall pay to Employee (A) all earned and unpaid Base Salary as of the date of the termination of Employee's employment with the Company, (B) reimbursement for all incurred but unreimbursed expenses for which Employee is entitled to reimbursement in accordance with Section 5 and Sections 6(b), (c), and (d), and (C) benefits to which Employee is entitled under the terms of any applicable benefit plan or program described in Section 6(a) (collectively, the "Accrued Benefits"). In addition, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(c) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event of a termination of Employee's employment for Cause.

(b) Company's Right to Terminate for Convenience. The Company shall have the right to terminate Employee's employment for convenience at any time and for any reason, or no reason at all, upon written notice to Employee, in which event Employee shall receive the compensation and benefits described in Section 7(f).

(c) Employee's Right to Terminate for Good Reason. Employee shall have the right to terminate Employee's employment with the Company at any time for Good Reason, in which event Employee shall receive the compensation and benefits described in Section 7(f). For purposes of this Agreement, "Good Reason" shall mean any of the following occurring without Employee's consent:

(i) a material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);

(ii) a material reduction in Employee's Base Salary;

(iii) a relocation of Employee's primary work location to a distance of more than 50 miles from the Houston, Texas metropolitan area; or

(iv) a material breach by the Company of any of its obligations under this Agreement.

The Company and Employee agree that Good Reason shall not exist unless and until Employee provides the Company with written notice of the acts alleged to constitute Good Reason within ninety (90) days of Employee's knowledge of the occurrence of such event, and Company fails to cure such acts within thirty (30) days of receipt of such notice. Employee must terminate employment within sixty (60) days following the expiration of such cure period for the termination to be on account of Good Reason.

(d) Death or Disability. Upon the death or Disability of Employee, Employee's employment with the Company shall automatically terminate and the Company shall pay to Employee or Employee's estate, as applicable, (i) the Accrued Benefits, (ii) any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of

employment occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates), and (iii) an Annual Bonus for the year in which such termination of employment occurs based on actual performance results for the applicable Bonus Year and prorated for the period of days beginning on January 1 (or, if later the Effective Date) and ending on the date of such termination of employment relative to the number of days in the applicable Bonus Year. The prorated Annual Bonus described in clause (iii) of the preceding sentence, if any, shall be paid in cash at the same time corresponding bonuses are paid to similarly situated employees of the Company, but in no event later than March 15 following the year in which such termination of employment occurs. For purposes of this Agreement, a "Disability" shall exist if, as determined in the reasonable opinion of a licensed physician, Employee is unable to perform the essential functions of Employee's position (after accounting for reasonable accommodation, if applicable and required by applicable law), due to physical or mental impairment, that continues for a period in excess of ninety (90) consecutive days or one hundred-eighty (180) days, whether or not consecutive (or for any longer period as may be required by applicable law), in any twelve (12)-month period.

(e) Employee's Right to Terminate for Convenience. In addition to Employee's right to terminate Employee's employment for Good Reason, Employee shall have the right to terminate Employee's employment with the Company for convenience at any time and for any other reason, or no reason at all, upon sixty (60) days' advance written notice to the Company; *provided*, *however*, that if Employee has provided notice to the Company of Employee's termination of employment, the Company may determine, in its sole discretion, that such termination shall be effective on any date prior to the effective date of termination provided in such notice (and, if such earlier date is so required, then it shall not change the basis for Employee's termination of employment nor be construed or interpreted as a termination of employment pursuant to Section 7(b)). Upon the termination of Employee's employment pursuant to this Section 7(e), the Company shall pay to Employee the Accrued Benefits.

(f) Effect of Termination of Employment without Cause or for Good Reason.

(i) If Employee's employment hereunder is terminated prior to the expiration of the Term by the Company without Cause pursuant to Section 7(b) or is terminated by Employee for Good Reason pursuant to Section 7(c), then the Company shall pay Employee the Accrued Benefits and any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of employment occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates) and, so long as (and only if) Employee: (x) executes on or before the Release Expiration Date (as defined below), and does not revoke within any time provided by the Company to do so, a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees (the "Release"), which Release shall release each member of the Company Group and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) from any and all claims, including any and all causes of action arising out of Employee's employment with the Company

and any other member of the Company Group or the termination of such employment, but excluding all claims to severance payments Employee may have under this Section 7(f); and (y) abides by the terms of each of Sections 8, 9, and 10 then:

(A) The Company shall make severance payments to Employee in a total amount equal to (i) twelve (12) months' worth of Employee's Base Salary and (ii) one (1) times the target Annual Bonus, where each are determined as of the year in which such termination occurs (such total severance payments being referred to as the "Severance Payment"). The Severance Payment will be divided into substantially equal installments paid over the twelve (12)-month period following the date on which Employee's employment terminates (the "Termination Date"). On the Company's first regularly scheduled pay date that is on or after the date that is sixty (60) days after the Termination Date (the "First Payment Date"), the Company shall pay to Employee, without interest, a number of such installments equal to the number of such installments that would have been paid during the period beginning on the Termination Date and ending on the First Payment Date had the installments been paid on the Company's regularly scheduled pay dates on or following the Termination Date, and each of the remaining installments shall be paid on the Company's regularly scheduled pay dates during the remainder of such twelve (12)-month period; *provided*, *however*, that to the extent, if any, that the aggregate amount of the installments of the Severance Payment that would otherwise be paid pursuant to the preceding provisions of this Section 7(f)(i) after March 15 of the calendar year following the calendar year in which the Termination Date occurs (the "Applicable March 15") exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then such excess shall be paid to Employee in a lump sum on the Applicable March 15 (or the first Business Day (as defined below) preceding the Applicable March 15 if the Applicable March 15 is not a Business Day) and the installments of the Severance Payment payable after the Applicable March 15 shall be reduced by such excess (beginning with the installment first payable after the Applicable March 15 and continuing with the next succeeding installment until the aggregate reduction equals such excess). "Business Day" shall mean any day except a Saturday, Sunday or other day on which commercial banks in Houston, Texas, are authorized or required by law to be closed.

(B) The RSUs and PSUs issued under Employee's Emergence Grant shall be treated in accordance with the award agreements evidencing such Emergence Grant, which treatment will be no less favorable than the treatment provided to other similarly situated senior executives (other than the CEO).

The payments and benefits described in clauses (A) and (B) above are collectively referred to herein as the "Termination Benefits."

(ii) Notwithstanding anything herein to the contrary, the Termination Benefits (and any portions thereof) shall not be payable if Employee's employment hereunder terminates upon the expiration of the Term.

(iii) If the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Employee, then Employee shall not be entitled to any portion of the Termination Benefits. As used herein, the "Release Expiration Date" is that date that is twenty-one (21) days following the date upon which the Company delivers the Release to Employee (which shall occur no later than seven (7) days after the Termination Date) or, in the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is forty-five (45) days following such delivery date.

(g) After-Acquired Evidence. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines, in good faith, that Employee is eligible to receive the Termination Benefits pursuant to Section 7(f) but, after such determination, the Company subsequently acquires evidence or determines that: (i) Employee has failed to abide by the terms of Sections 8, 9, or 10; or (ii) a Cause condition existed prior to the Termination Date that, had the Company been fully aware of such condition, would have given the Company the right to terminate Employee's employment pursuant to Section 7(a), then the Company shall have the right to cease the payment of any future installments of the Termination Benefits and Employee shall promptly return to the Company all installments of the Termination Benefits received by Employee prior to the date that the Company determines that the conditions of this Section 7(g) have been satisfied. In addition, the provisions of the last sentence of Section 7(a) shall apply, and, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(c) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event Employee fails to abide by the terms of Sections 8, 9 or 10.

8. **Disclosures**. Promptly (and in any event, within three (3) Business Days) upon becoming aware of (a) any actual or potential Conflict of Interest or (b) any lawsuit, claim or arbitration filed against or involving Employee or any trust or vehicle owned or controlled by Employee, in each case, Employee shall disclose such actual or potential Conflict of Interest or such lawsuit, claim or arbitration to the Board. A "Conflict of Interest" shall exist when Employee engages in, or plans to engage in, any activities, associations, or interests that conflict with, or create an appearance of a conflict with, Employee's duties, responsibilities, authorities, or obligations for or to any member of the Company Group.

9. **Confidentiality**. In the course of Employee's employment with the Company and the performance of Employee's duties on behalf of the Company Group hereunder, Employee will be provided with, and will have access to, Confidential Information (as defined below). As a condition of Employee's receipt and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Employee's employment hereunder, Employee shall comply with this Section 9.

(a) Both during the Employment Period and thereafter, except as expressly permitted by this Agreement or by directive of the Board, Employee shall not disclose any Confidential Information to any person or entity and shall not use any Confidential Information except for the benefit of the Company Group. Employee shall follow all Company policies and

protocols regarding the security of all documents and other materials containing Confidential Information (regardless of the medium on which Confidential Information is stored). The covenants of this Section 9(a) shall apply to all Confidential Information, whether now known or later to become known to Employee during the period that Employee is employed by or affiliated with or providing services to the Company or any other member of the Company Group.

(b) Notwithstanding any provision of Section 9(a) to the contrary, Employee may make the following disclosures and uses of Confidential Information:

(i) disclosures to other employees of a member of the Company Group who have a need to know the information in connection with the businesses of the Company Group;

(ii) disclosures to third parties when, in the reasonable and good faith belief of Employee, such disclosure is in connection with Employee's performance of Employee's duties under this Agreement and in the best interest of the Company Group;

(iii) disclosures and uses that are approved in writing by the Board; or

(iv) disclosures to a person or entity that has (x) been retained by a member of the Company Group to provide services to one or more members of the Company Group and (y) agreed in writing to abide by the terms of a confidentiality agreement.

(c) Upon the expiration of the Employment Period, and at any other time upon request of the Company, Employee shall promptly surrender and deliver to the Company all documents (including electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information and any other Company Group property (including any Company Group-issued computer, mobile device or other equipment) in Employee's possession, custody or control and Employee shall not retain any such documents or other materials or property of the Company Group. Within five (5) days of any such request, Employee shall certify to the Company in writing that all such documents, materials and property have been returned to the Company.

(d) All trade secrets, non-public information, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, made, developed or acquired by or disclosed to Employee, individually or in conjunction with others, during the period that Employee is employed by the Company or any other member of the Company Group (whether during business hours or otherwise and whether on the Company's premises or otherwise), that relate to any member of the Company Group's businesses or properties, products or services (including all such information relating to corporate opportunities, operations, future plans, methods of doing business, business plans, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or acquisition targets or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "Confidential

Information." Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression are and shall be the sole and exclusive property of the Company or other applicable member of the Company Group and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement. For purposes of this Agreement, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure or wrongful act of Employee or any of Employee's agents; (ii) was available to Employee on a non-confidential basis before its disclosure by a member of the Company Group; or (iii) becomes available to Employee on a non-confidential basis from a source other than a member of the Company Group; *provided, however*, that such source is not bound by a confidentiality agreement with, or other obligation with respect to confidentiality to, a member of the Company Group.

(e) Notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental authority regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee from any such governmental authority; (iii) testifying, participating or otherwise assisting in any action or proceeding by any such governmental authority relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal. Nothing in this Agreement requires Employee to obtain prior authorization before engaging in any conduct described in this paragraph, or to notify the Company that Employee has engaged in any such conduct.

10. **Non-Competition; Non-Solicitation**. The Employee acknowledges that (i) the Employee performs services of a unique nature for the Company that are irreplaceable, and that the Employee's performance of such services to a competing business will result in irreparable harm to the Company, (ii) the Employee has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company Group, (iii) in the course of the Employee's employment by a competitor, the Employee would inevitably use or disclose such Confidential Information, (iv) the Company and Group has substantial relationships with their Customers and the Employee has had and will continue to have access to these Customers, (v) the Employee has received and will receive specialized training from the Company Group, and (vi) the Employee has generated and will continue to generate goodwill for the Company Group in the course of the Employee's

employment. Accordingly, the Employee agrees that for the duration of Employee's employment and for one (1) year thereafter, Employee shall not, directly or indirectly:

(a) own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in competition with the Company Group on the Termination Date, which includes the business of merchant power production, including nuclear power generation, or any business material to the Company which the Company has taken substantial steps, on or prior to such date, to engage in, in any geographic region in the United States where the Company conducts or has taken substantial steps to conduct business prior to the Termination Date (a "Competing Business"). Notwithstanding the foregoing, nothing herein shall prohibit the Employee from being a passive owner of not more than three percent (3%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company Group, so long as the Employee has no active participation in the business of such corporation. In addition, the provisions of this Section 10(a) shall not be violated by the Employee commencing employment with a subsidiary, division or unit of any entity that engages in a business in competition with the Company Group so long as the Employee and such subsidiary, division or unit does not engage in a business in competition with the Company Group. Notwithstanding the foregoing, the provisions of this Section 10(a) shall not be violated if Employee is employed by a law firm in the practice of law (even if such law firm or Employee provides advice to or otherwise represents a Competing Business) or as a general counsel or chief legal officer of an entity that is not a Competing Business.

(b) solicit, induce or attempt to induce any employee, agent or individual retained as an independent contractor of the Company or any member of the Company Group to terminate his or her employment or contracting relationship with such entity, or to become an employee or independent contractor of any other Person or hire or retain any such employee, agent or individual, or take any action to materially assist or aid any other Person in identifying, hiring or soliciting any such employee, agent or individual (any employee, agent or individual retained as an independent contractor of the Company shall be deemed covered by this Section 10(b) while so employed or retained and for a period of six (6) months thereafter);

(c) solicit, induce or attempt to induce any Customer, supplier or other business relation of the Company Group to cease doing or reduce the amount of its business with such entity or in any way interfere with the relationship between any such Customer, supplier or other business relation and such entity; or

(d) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company Group and any of their respective vendors, joint venturers or licensors.

(e) Notwithstanding anything contained in this Agreement or any agreement to which Employee is a party or by which Employee may be bound, this Section 11 will be limited to comply with Rule 5.06(a) of the Texas Disciplinary Rules of Professional Conduct or other similar applicable law or ethical or professional rules or restrictions.

(f) Definitions. For the purposes of this Section 10, the following definitions shall apply:

(i) "Customer" means any Person who or which: (a) purchased products or services from the Company Group prior to or during Employee's period of employment and who or which Employee was aware of or about which Employee had received Confidential Information; or (b) was called upon or solicited by the Company Group or any of their predecessors prior to or during the twelve (12) month period prior to the Termination Date, if Employee had direct or indirect contact with such Person as an employee of the Company Group or learned or became aware of such Person during Employee's employment with the Company Group.

(ii) "Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

11. **Ownership of Intellectual Property**.

(a) Employee agrees that the Company shall own, and Employee shall (and hereby does) assign, all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), discoveries, developments, improvements, innovations, works of authorship, mask works, designs, know-how, ideas, formulae, processes, techniques, data and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by Employee during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, whether or not registerable under U.S. law or the laws of other jurisdictions, that either (i) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Company Group's businesses or actual or anticipated research or development; or (ii) were developed on any amount of the Company's or any other member of the Company Group's time or with the use of any member of the Company Group's equipment, supplies, facilities or Confidential Information (all of the foregoing collectively referred to herein as "Company Intellectual Property"), and Employee shall promptly disclose all Company Intellectual Property to the Company in writing. To support Employee's disclosure obligation herein, Employee shall keep and maintain adequate and current written records of all Company Intellectual Property made by Employee (solely or jointly with others) during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group in such form as may be specified from time to time by the Company. These records shall be available to, and remain the sole property of, the Company at all times.

(b) All of Employee's works of authorship and associated copyrights created during the period in which Employee is employed by or affiliated with the Company or any other member of the Company Group and in the scope of Employee's employment or engagement shall be deemed to be "works made for hire" within the meaning of the Copyright Act. To the extent any right, title and interest in and to Company Intellectual Property cannot be assigned by

Employee to the Company, Employee shall grant, and does hereby grant, to the Company Group an exclusive, perpetual, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, use, sell, offer for sale, import, export, reproduce, practice and otherwise commercialize such rights, title and interest.

(c) Employee recognizes that this Agreement will not be deemed to require assignment of any invention or intellectual property that Employee developed entirely on Employee's own time without using the equipment, supplies, facilities, trade secrets, or Confidential Information of any member of the Company Group. In addition, this Agreement does not apply to any invention that qualifies fully for protection from assignment to the Company under any specifically applicable state law or regulation.

(d) To the extent allowed by law, this Section applies to all rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like, including without limitation those rights set forth in 17 U.S.C. §106A (collectively, "Moral Rights"). To the extent Employee retains any Moral Rights under applicable law, Employee hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by the Company or any member of the Company Group, and Employee hereby waives and agrees not to assert any Moral Rights with respect to such Moral Rights. Employee shall confirm any such ratifications, consents, waivers, and agreements from time to time as requested by the Company.

(e) All inventions (whether or not patentable), original works of authorship, designs, know-how, mask works, ideas, information, developments, improvements, and trade secrets of which Employee is the sole or joint author, creator, contributor, or inventor that were made or developed by Employee prior to Employee's employment with or affiliation with the Company or any other member of the Company Group, or in which Employee asserts any intellectual property right, and which are applicable to or relate in any way to the business, products, services, or demonstrably anticipated research and development or business of any member of the Company Group ("Prior Inventions") are listed on Exhibit A, and Employee represents that Exhibit A is a complete list of all such Prior Inventions. If no such list is attached, Employee hereby represents and warrants that there are no Prior Inventions, and Employee shall make no claim of any rights to any Prior Inventions. If, in the course of Employee's employment with or affiliation with the Company or any other member of the Company Group, Employee incorporates into the product, process, or device of any member of the Company Group a Prior Invention, the Company Group is hereby granted and will have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, import, export, offer for sale, sell and otherwise commercialize such Prior Invention as part of or in connection with such product, process, or device of any member of the Company Group.

(f) Employee shall perform, during and after the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, all acts deemed necessary or desirable by the Company to permit and assist each member of the Company Group, at the Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Intellectual Property and Confidential Information assigned, to be assigned, or licensed to the Company under this Agreement. Such acts may include execution of documents and assistance or cooperation (i) in

the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications; (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights; and (iii) in other legal proceedings related to the Company Intellectual Property or Confidential Information.

(g) In the event that the Company (or, as applicable, a member of the Company Group) is unable for any reason to secure Employee's signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Confidential Information or Company Intellectual Property (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations of such Company Intellectual Property), Employee hereby irrevocably designates and appoints the Company and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee, (i) to execute, file, prosecute, register and memorialize the assignment of any such application; (ii) to execute and file any documentation required for such enforcement; and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Confidential Information or Company Intellectual Property, all with the same legal force and effect as if executed by Employee.

(h) In the event that Employee enters into, on behalf of any member of the Company Group, any contracts or agreements relating to any Confidential Information or Company Intellectual Property, Employee shall assign such contracts or agreements to the Company (or the applicable member of the Company Group) promptly, and in any event, prior to Employee's termination of employment. If the Company (or the applicable member of the Company Group) is unable for any reason to secure Employee's signature to any document required to assign said contracts or agreements, or if Employee does not assign said contracts or agreements to the Company (or the applicable member of the Company Group) prior to Employee's termination of employment, Employee hereby irrevocably designates and appoints the Company (or the applicable member of the Company Group) and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee to execute said assignments and to do all other lawfully permitted acts to further the execution of said documents.

12. **Defense of Claims**. During the Employment Period and for a period of one (1) year following the Termination Date, upon request from the Company, Employee shall reasonably cooperate with the Company Group, at times and locations agreeable to Employee, to assist (i) in the prosecution of any claims that may be made by the Company Group, to the extent that such claims may relate to the Employee's employment with the Company and about which the Employee has substantial knowledge (collectively, the "Claims"), (2) in the defense of any Claims that may be made by or against any member of the Company Group that relate to Employee's actual or prior areas of responsibility. Subject to Section 9(e), the Employee agrees to promptly inform the Company if the Employee becomes aware of any lawsuits involving Claims that may be filed or threatened against the Company Group. Subject to Section 9(e), the Employee also agrees to promptly inform the Company (to the extent that the Employee is

legally permitted to do so) if the Employee is asked to assist in any investigation of the Company Group (or their actions) or another party attempts to obtain information or documents from the Employee (other than in connection with any litigation or other proceeding in which the Employee is a party-in-opposition) with respect to matters the Employee believes in good faith to relate to any investigation of the Company Group, in each case, regardless of whether a lawsuit or other proceeding has then been filed against the Company Group with respect to such investigation, and shall not do so unless legally required. Subject to Section 9(e), during the pendency of any litigation or other proceeding involving Claims, the Employee shall not communicate with anyone (other than the Employee's attorneys and tax and/or financial advisors and except to the extent that the Employee determines in good faith is necessary in connection with the performance of the Employee's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company Group without giving prior written notice to the Company or the Company's counsel.

13. **Non-Disparagement**. During the Employment Period and thereafter, except to the extent compelled or required by applicable law and subject to Section 9(e), Employee agrees Employee shall not disparage the Company or its respective officers, directors, employees, shareholders or successors or their respective products or services, in any manner (including but not limited to, verbally or via hard copy, websites, blogs, social media forums or any other medium); provided, however, that nothing in this Section shall prevent Employee from: engaging in concerted activity relative to the terms and conditions of Employee's employment and in communications protected under the National Labor Relations Act, filing a charge or providing information to any governmental agency; and provided, further, that nothing in this Section shall prevent Employee from providing information in response to a subpoena or other enforceable legal process or as otherwise required by law.

14. **Reasonableness of Covenants**. In signing this Agreement, Employee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under these Sections 9, 10, 11, 12, and 13. Employee agrees that these restraints are necessary for the reasonable and proper protection of the Company Group and their trade secrets and Confidential Information and that such restraints are reasonable in respect to subject matter, length of time and geographic area. Employee acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company Group.

15. **Tolling**. In the event of any violation of the provisions of Section 10 hereto, Employee acknowledges and agrees that the post-termination restrictions contained in Section 10 shall be extended by a period of time equal to the period of such violation, as determined by a court of law, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

16. **Withholdings; Deductions**. The Company may withhold and deduct from any benefits and payments made or to be made pursuant to this Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by Employee.

17. **Title and Headings; Construction**. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. Unless the context requires otherwise, all references to laws, regulations, contracts, documents, agreements and instruments refer to such laws, regulations, contracts, documents, agreements and instruments as they may be amended from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. All references to "dollars" or "$" in this Agreement refer to United States dollars. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement, including all Exhibits attached hereto, and not to any particular provision hereof. The word "or" is not exclusive. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to "including" shall be construed as meaning "including without limitation." Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

18. **Applicable Law**. This Agreement shall in all respects be construed according to the laws of the State of Texas without regard to its conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereto consent to the exclusive jurisdiction, forum and venue of the state and federal courts (as applicable) located in Houston, Texas.

19. **Entire Agreement and Amendment**. This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof, including, for the avoidance of doubt, that certain Offer Letter, dated May 24, 2018, by and between Employee and Talen Energy Supply, LLC and that certain Severance Agreement by and between Employee and the Company, dated November 15, 2021 (the "Prior Severance Agreement") and that certain Non-Competition, Non-Solicitation and Confidentiality Agreement by and between Employee and Talen Energy Supply, LLC dated June 4, 2018, other than any indemnification rights (including, without limitation, any indemnification rights Employee has under that certain Indemnification Agreement by and between Employee and the Company dated May 17, 2023), equity award agreements, or rights under the Key Employee Incentive Plan approved by the United States Bankruptcy Court for the Southern District of Texas related to Talen Energy Supply, LLC and certain of its subsidiaries voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (Case No. 22-90054; Docket No. 1071), which are in effect or outstanding as of the Effective Date. By signing this Agreement, Employee hereby waives any claim of "good reason" (or term of like import) under the Prior Severance Agreement or any other agreement to which Employee is a party that Employee may otherwise have as a result of (a) entering into this Agreement or (b) any other event, occurrence or circumstance prior to the Effective Date. This Agreement may be amended only by a written instrument executed by both parties hereto.

20. **Enforcement**. The parties hereto acknowledge that an award of damages for failure to comply with Sections 9, 10, 11, 12, and 13 of this Agreement may not be an adequate remedy for the Company attempting to enforce or prevent the breach of such provisions, and accordingly the parties hereto authorize the Company to (in addition to any other remedies or relief to which it may be entitled) bring an action against Employee for a permanent or temporary injunction, to compel the specific performance or any other equitable remedy by Employee of their obligations to comply with, or prevent the breach of or remedy the breach of, such provisions without proof of actual damages.

21. **Waiver of Breach**. Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time.

22. **Assignment**. This Agreement is personal to Employee, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Employee. The Company may assign this Agreement without Employee's consent, including to any member of the Company Group and to any successor (whether by merger, purchase or otherwise) to all or substantially all of the equity, assets or businesses of the Company.

23. **Notices**. Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person; (b) on the first Business Day after such notice is sent by express overnight courier service; or (c) on the second Business Day following deposit with a nationally-recognized second-day courier service with proof of receipt maintained, in each case, to the following address, as applicable:

If to the Company, addressed to:

Talen Energy Corporation
1780 Hughes Landing Blvd.
Suite 800
The Woodlands, Texas 77380
Attention: Board of Directors

If to Employee, addressed to:

Andrew Wright

(*Or, if different, the latest address on file with the Company*)

24. **Counterparts**. This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be

an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

25. **Deemed Resignations**. Except as otherwise determined by the Board or as otherwise agreed to in writing by Employee and any member of the Company Group prior to the termination of Employee's employment with the Company or any member of the Company Group, any termination of Employee's employment shall constitute, as applicable, an automatic resignation of Employee: (a) as an officer of the Company and each member of the Company Group; (b) from the Board; and (c) from the board of directors or board of managers (or similar governing body) of any member of the Company Group and from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity or other entity in which any member of the Company Group holds an equity interest and with respect to which board of directors or board of managers (or similar governing body) Employee serves as such Company Group member's designee or other representative.

26. **Section 409A**.

(a) Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of Employee's employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A.

(b) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A), (i) any such expense reimbursement shall be made by the Company no later than the last day of Employee's taxable year following the taxable year in which such expense was incurred by Employee, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

(c) Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Employee's receipt of such payment or benefit is not delayed until the earlier of the date of Employee's death or the date that is six (6) months after the Termination Date (such date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to

Employee (or Employee's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall any member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A.

27. **Effect of Termination**. The provisions of Sections 7(a), 8-15, 20, 25, and 26 and those provisions necessary to interpret and enforce them, shall survive any termination of this Agreement and any termination of the employment relationship between Employee and the Company.

28. **Third-Party Beneficiaries**. Each member of the Company Group that is not a signatory to this Agreement shall be a third-party beneficiary of Employee's obligations under Sections 7-15, 20, and 25 and shall be entitled to enforce such obligations as if a party hereto.

29. **Certain Excise Taxes**. Notwithstanding anything to the contrary in this Agreement, if Employee is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the benefits provided for in this Agreement, together with any other payments and benefits which Employee has the right to receive from the Company and its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the benefits provided for in this Agreement (beginning with any benefit to be paid in cash hereunder) shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Employee from the Company will be one dollar ($1.00) less than three times Employee's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Employee shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Employee (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The determination as to whether any such reduction in the amount of the benefits provided hereunder is necessary shall be made by the Compensation Committee in good faith and in consultation with tax and legal advisors of the Company. If a reduced payment or benefit is made and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company (or its affiliates) used in determining if a "parachute payment" exists, exceeds one dollar ($1.00) less than three times Employee's base amount, then Employee shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 29 shall require the Company to be responsible for, or have any liability or obligation with respect to, Employee's excise tax liabilities under Section 4999 of the Code.

30. **Severability**. If an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or portion thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or portion thereof) shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

[*Remainder of Page Intentionally Blank;*
Signature Page Follows]

IN WITNESS WHEREOF, Employee and the Company each have caused this Agreement to be executed and effective as of the Effective Date.

EMPLOYEE

/s/ Andrew Wright
Andrew Wright

COMPANY

TALEN ENERGY CORPORATION

By: /s/ Mac McFarland
Name: Mac McFarland
Title: President and CEO

EXHIBIT A

PRIOR INVENTIONS

1. The following is a complete list of all Prior Inventions relevant to the subject matter of Employee's employment by the Company that have been made or conceived or first reduced to practice by Employee alone or jointly with others prior to Employee's employment with or affiliation with the Company or any other member of the Company Group:

Check appropriate space(s):

☐ None.

☐ See below:

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☐ Due to confidentiality agreements with a prior employer, Employee cannot disclose certain Prior Inventions that would otherwise be included on the above-described list.

☐ Additional sheets attached.

2. Employee proposes to bring to Employee's employment the following devices, materials, and documents of a former employer or other person to whom Employee has an obligation of confidentiality that is not generally available to the public, which materials and documents may be used in Employee's employment pursuant to the express written authorization of Employee's former employer or such other person (a copy of which is attached to this Agreement):

Check appropriate space(s):

☐ None.

☐ See below:

—

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☐ Additional sheets attached.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by and between Talen Energy Corporation, a Delaware corporation (the "Company"), and Brad Berryman ("Employee") effective as of June 26, 2023 (the "Effective Date").

1. **Employment**. During the Employment Period (as defined below), the Company shall employ Employee, and Employee shall serve, as Chief Nuclear Officer of the Company. In addition, if requested by the Company, Employee shall serve as an officer or member of the board of directors of any subsidiaries or affiliates of the Company without additional compensation.

2. **Duties and Responsibilities of Employee**.

(a) During the Employment Period, Employee shall actively engage in the business and affairs of the Company (together with its direct and indirect subsidiaries, the "Company Group") as may be requested by the Chief Executive Officer ("CEO") of the Company from time to time, devote such amount of Employee's business time and attention as is reasonably necessary to manage the business and affairs of the Company, which amount of time will constitute substantially all of Employee's business time. Employee's duties and responsibilities shall include those normally incidental to the position(s) identified in Section 1, as well as such additional duties as may be assigned to Employee by the CEO from time to time, which duties and responsibilities may include providing services to other members of the Company Group in addition to the Company. Employee may, without violating this Section 2(a), (i) as a passive investment, own publicly traded securities in such form or manner as will not require any services by Employee in the operation of the entities in which such securities are owned; (ii) engage in charitable and civic activities, including, without limitation, serving on boards and committees of the United Way; and (iii) with the prior written consent of the board of directors of the Company (the "Board"), engage in other personal and passive investment activities, in each case, so long as such engagements, ownership, interests or activities do not interfere with Employee's ability to fulfill Employee's duties and responsibilities under this Agreement and are not inconsistent with Employee's obligations to any member of the Company Group or competitive with the business of any member of the Company Group.

(b) Employee hereby represents and warrants that Employee is not the subject of, or a party to, any non-competition or non-solicitation covenant, non-disclosure agreement, or any other agreement, obligation, restriction or understanding that would prohibit Employee from executing this Agreement or fully performing each of Employee's duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect any of the duties and responsibilities that may now or in the future be assigned to Employee hereunder. Employee expressly acknowledges and agrees that Employee is strictly prohibited from using or disclosing any confidential information belonging to any prior employer in the course of performing services for any member of the Company Group, and Employee promises that Employee shall not do so. Employee shall not introduce documents or other materials containing confidential information of any prior employer to the premises or property (including computers and computer systems) of any member of the Company Group.

(c) Employee owes each member of the Company Group fiduciary duties, and the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Employee owes each member of the Company Group under statutory and common law.

3. **Compensation**.

(a) Base Salary. During the Employment Period, the Company shall pay to Employee an annualized base salary of $550,000 (the "Base Salary") in consideration for Employee's services under this Agreement, payable in substantially equal installments in conformity with the Company's customary payroll practices for similarly situated employees as may exist from time to time, but no less frequently than twice per month. The Base Salary shall be subject to annual review by the Compensation Committee of the Board (the "Compensation Committee").

(b) Annual Bonus. Employee shall be eligible for bonus compensation for calendar year 2023 and each subsequent complete calendar year that Employee is employed by the Company hereunder (the "Annual Bonus"). The target Annual Bonus for each such calendar year (the "Bonus Year") shall be 100% of Employee's Base Salary in effect as of the first day of the Bonus Year (or, with respect to calendar year 2023, in effect on the Effective Date), with the actual Annual Bonus for a Bonus Year depending on the level of achievement of the performance targets as determined by the Compensation Committee for the Bonus Year. The performance targets that must be achieved in order to be eligible for certain bonus levels shall be established by the Compensation Committee annually, in its sole discretion, and communicated to Employee within the first one-hundred twenty (120) days of the applicable Bonus Year. Each Annual Bonus (including the 2023 Bonus), if any, shall be paid as soon as administratively feasible after the Compensation Committee certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than March 15 following the end of such Bonus Year. Notwithstanding anything in this Section 3(b) to the contrary, but subject to Section 7, no Annual Bonus (including the 2023 Bonus), if any, nor any portion thereof, shall be payable for any Bonus Year unless Employee remains continuously employed by the Company from the Effective Date through the date on which such Annual Bonus is paid.

(c) Long-Term Incentive Awards.

(i) As soon as practicable (but no later than sixty (60) days) following the Effective Date (the "Date of Grant"), the Board shall establish a Long Term Incentive Plan (such plan, or any successor plan, the "LTIP") and grant to Employee thereunder: (i) an award of restricted stock units (the "RSUs") and (ii) an award of performance stock units (the "PSUs," and collectively with the RSUs, the "Emergence Grant"). The Emergence Grant will be made with respect to a number of shares of Company common stock having a value, based on the equity value implied by the Company's plan enterprise value determined as of the effective date of its Plan of Reorganization pursuant to Chapter 11 of the Bankruptcy Code, as determined by the Board in good faith, equal to $6,600,000. The Emergence Grant will be allocated between RSUs and PSUs on a basis determined by the Board. The RSUs shall generally vest in one-third increments on each of the first three (3) anniversaries of the Date of Grant, provided Employee remains continuously employed by the Company or an affiliate of the Company through each

such vesting date. The PSUs shall vest on the third (3rd) anniversary of the Date of Grant, subject to Employee's continuous employment and the achievement of the performance metrics determined by the Board and set forth in the applicable grant agreements.

(ii) Provided that Employee is employed by the Company on the applicable date of grant, Employee shall be eligible to receive an annual grant under the LTIP with a grant date target value not less than 400% of Employee's Base Salary as in effect on the applicable date of grant of such award on such terms and conditions as the Board and the Compensation Committee shall determine from time to time. All awards granted to Employee under the LTIP shall be subject to and governed by the terms and provisions of the LTIP as in effect from time to time and the award agreements evidencing such awards. For the avoidance of doubt, after the receipt of the Emergence Grant, Employee shall not receive any additional annual grants in the calendar years of 2023, 2024 or 2025. Employee will resume receipt of annual grants under the LTIP in the normal course in calendar year 2026.

4. **Term of Employment**. The term of Employee's employment under this Agreement shall be for the period beginning on the Effective Date and ending on the third (3rd) anniversary of the Effective Date (the "Term"). The parties may, but shall not be required to, mutually agree to extend the Term for additional one (1)-year periods. Notwithstanding any other provision of this Agreement, Employee's employment pursuant to this Agreement may be terminated at any time in accordance with Section 7. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Employee's employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the "Employment Period."

5. **Business Expenses**. Subject to Section 26, the Company shall reimburse Employee for Employee's reasonable out-of-pocket business-related expenses actually incurred in the performance of Employee's duties hereunder during the Employment Period so long as Employee timely submits all documentation for such expenses, as required by Company policy in effect from time to time. Any such reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of such documentation (but in any event not later than the close of Employee's taxable year following the taxable year in which the expense is incurred by Employee). In no event shall any reimbursement be made to Employee for any expenses incurred after the date of Employee's termination of employment with the Company.

6. **Benefits**.

(a) During the Employment Period, Employee shall be eligible to participate in the same benefit plans and programs in which other similarly situated Company employees are eligible to participate, subject to the terms and conditions of the applicable plans and programs in effect from time to time. The Company shall not, however, by reason of this Section 6, be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such plan or policy, so long as such changes are similarly applicable to similarly situated Company employees generally.

(b) The Company shall reimburse Employee up to $15,000 for legal fees incurred in connection with the review of this Agreement.

(c) The Company shall cover Employee under directors' and officers' liability insurance from the Effective Date, through the Term, and, while potential liability exists, after the Term or the termination of Employee's employment with the Company, on substantially similar terms as provided to other executive officers of the Company.

(d) During the Employment Period, the Employee shall be entitled to four (4) weeks of paid vacation per calendar year (as prorated for partial years), administered in accordance with the Company's policy on accrual and use applicable to employees as in effect from time to time. Vacation may be taken at such times and intervals as the Employee determines, subject to the business needs of the Company.

7. **Termination of Employment**.

(a) Company's Right to Terminate Employee's Employment for Cause. The Company shall have the right to terminate Employee's employment hereunder at any time for Cause. For purposes of this Agreement, "Cause" shall mean Employee's commission of an act or omission, or Employee causing the Company or any other member of the Company Group to commit an act or omission, that constitutes:

(i) Employee's fraud or misconduct;

(ii) Employee's violation of applicable law in connection with the management, operation or reputation of the Company or any other member of the Company Group that results in (or could reasonably be expected to result in) material injury to the Company or any other member of the Company Group;

(iii) Employee's material breach of this Agreement or any other written agreement between Employee and one or more members of the Company Group, including Employee's material breach of any representation, warranty or covenant made under any such agreement;

(iv) Employee's act of theft, embezzlement or misappropriation of the property of the Company or any other member of the Company Group, in each case, that results in (or could reasonably be expected to result in) material financial or reputational harm to the Company or any other member of the Company Group;

(v) Employee's breach of his duty of loyalty to the Company or violation of the Company's policies (to the extent such policies have been clearly communicated in writing to Employee), including the Company's code of conduct and business ethics (or similar policies), anti-harassment policy, anti-retaliation, or policies related to age, sex or other prohibited discrimination in the workplace; or

(vi) Employee's conviction or plea of *nolo contendere* to a felony or crime involving moral turpitude.

Notwithstanding the foregoing, no determination of "Cause" may be made pursuant to Sections 7(a)(ii) or (iii) unless (1) Employee has been given written notice by the Board describing the specific alleged action(s) or omission(s) that constitute "Cause," and (2) Employee has failed to cure such acts or omissions within thirty (30) days of such notice from the Board. Upon the termination of Employee's employment pursuant to this Section 7(a), the Company shall pay to Employee (A) all earned and unpaid Base Salary as of the date of the termination of Employee's employment with the Company, (B) reimbursement for all incurred but unreimbursed expenses for which Employee is entitled to reimbursement in accordance with Section 5 and Sections 6(b), (c), and (d), and (C) benefits to which Employee is entitled under the terms of any applicable benefit plan or program described in Section 6(a) (collectively, the "Accrued Benefits"). In addition, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(c) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event of a termination of Employee's employment for Cause.

(b) Company's Right to Terminate for Convenience. The Company shall have the right to terminate Employee's employment for convenience at any time and for any reason, or no reason at all, upon written notice to Employee, in which event Employee shall receive the compensation and benefits described in Section 7(f).

(c) Employee's Right to Terminate for Good Reason. Employee shall have the right to terminate Employee's employment with the Company at any time for Good Reason, in which event Employee shall receive the compensation and benefits described in Section 7(f). For purposes of this Agreement, "Good Reason" shall mean any of the following occurring without Employee's consent:

(i) a material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);

(ii) a material reduction in Employee's Base Salary;

(iii) a relocation of Employee's primary work location to a distance of more than 50 miles from both Allentown, Pennsylvania and Berwick, Pennsylvania; or

(iv) a material breach by the Company of any of its obligations under this Agreement.

The Company and Employee agree that Good Reason shall not exist unless and until Employee provides the Company with written notice of the acts alleged to constitute Good Reason within ninety (90) days of Employee's knowledge of the occurrence of such event, and Company fails to cure such acts within thirty (30) days of receipt of such notice. Employee must terminate employment within sixty (60) days following the expiration of such cure period for the termination to be on account of Good Reason.

(d) Death or Disability. Upon the death or Disability of Employee, Employee's employment with the Company shall automatically terminate and the Company shall pay to Employee or Employee's estate, as applicable, (i) the Accrued Benefits, (ii) any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of

employment occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates), and (iii) an Annual Bonus for the year in which such termination of employment occurs based on actual performance results for the applicable Bonus Year and prorated for the period of days beginning on January 1 (or, if later the Effective Date) and ending on the date of such termination of employment relative to the number of days in the applicable Bonus Year. The prorated Annual Bonus described in clause (iii) of the preceding sentence, if any, shall be paid in cash at the same time corresponding bonuses are paid to similarly situated employees of the Company, but in no event later than March 15 following the year in which such termination of employment occurs. For purposes of this Agreement, a "Disability" shall exist if, as determined in the reasonable opinion of a licensed physician, Employee is unable to perform the essential functions of Employee's position (after accounting for reasonable accommodation, if applicable and required by applicable law), due to physical or mental impairment, that continues for a period in excess of ninety (90) consecutive days or one hundred-eighty (180) days, whether or not consecutive (or for any longer period as may be required by applicable law), in any twelve (12)-month period.

(e) Employee's Right to Terminate for Convenience. In addition to Employee's right to terminate Employee's employment for Good Reason, Employee shall have the right to terminate Employee's employment with the Company for convenience at any time and for any other reason, or no reason at all, upon sixty (60) days' advance written notice to the Company; *provided*, *however*, that if Employee has provided notice to the Company of Employee's termination of employment, the Company may determine, in its sole discretion, that such termination shall be effective on any date prior to the effective date of termination provided in such notice (and, if such earlier date is so required, then it shall not change the basis for Employee's termination of employment nor be construed or interpreted as a termination of employment pursuant to Section 7(b)). Upon the termination of Employee's employment pursuant to this Section 7(e), the Company shall pay to Employee the Accrued Benefits.

(f) Effect of Termination of Employment without Cause or for Good Reason.

(i) If Employee's employment hereunder is terminated prior to the expiration of the Term by the Company without Cause pursuant to Section 7(b) or is terminated by Employee for Good Reason pursuant to Section 7(c), then the Company shall pay Employee the Accrued Benefits and any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of employment occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates) and, so long as (and only if) Employee: (x) executes on or before the Release Expiration Date (as defined below), and does not revoke within any time provided by the Company to do so, a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees (the "Release"), which Release shall release each member of the Company Group and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) from any and all claims, including any and all causes of action arising out of Employee's employment with the Company

and any other member of the Company Group or the termination of such employment, but excluding all claims to severance payments Employee may have under this Section 7(f); and (y) abides by the terms of each of Sections 8, 9, and 10 then:

(A) The Company shall make severance payments to Employee in a total amount equal to (i) twelve (12) months' worth of Employee's Base Salary and (ii) one (1) times the target Annual Bonus, where each are determined as of the year in which such termination occurs (such total severance payments being referred to as the "Severance Payment"). The Severance Payment will be divided into substantially equal installments paid over the twelve (12)-month period following the date on which Employee's employment terminates (the "Termination Date"). On the Company's first regularly scheduled pay date that is on or after the date that is sixty (60) days after the Termination Date (the "First Payment Date"), the Company shall pay to Employee, without interest, a number of such installments equal to the number of such installments that would have been paid during the period beginning on the Termination Date and ending on the First Payment Date had the installments been paid on the Company's regularly scheduled pay dates on or following the Termination Date, and each of the remaining installments shall be paid on the Company's regularly scheduled pay dates during the remainder of such twelve (12)-month period; *provided*, *however*, that to the extent, if any, that the aggregate amount of the installments of the Severance Payment that would otherwise be paid pursuant to the preceding provisions of this Section 7(f)(i) after March 15 of the calendar year following the calendar year in which the Termination Date occurs (the "Applicable March 15") exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then such excess shall be paid to Employee in a lump sum on the Applicable March 15 (or the first Business Day (as defined below) preceding the Applicable March 15 if the Applicable March 15 is not a Business Day) and the installments of the Severance Payment payable after the Applicable March 15 shall be reduced by such excess (beginning with the installment first payable after the Applicable March 15 and continuing with the next succeeding installment until the aggregate reduction equals such excess). "Business Day" shall mean any day except a Saturday, Sunday or other day on which commercial banks in Houston, Texas, are authorized or required by law to be closed.

(B) The RSUs and PSUs issued under Employee's Emergence Grant shall be treated in accordance with the award agreements evidencing such Emergence Grant, which treatment will be no less favorable than the treatment provided to other similarly situated senior executives (other than the CEO).

The payments and benefits described in clauses (A) and (B) above are collectively referred to herein as the "Termination Benefits."

(ii) Notwithstanding anything herein to the contrary, the Termination Benefits (and any portions thereof) shall not be payable if Employee's employment hereunder terminates upon the expiration of the Term.

(iii) If the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Employee, then Employee shall not be entitled to any portion of the Termination Benefits. As used herein, the "Release Expiration Date" is that date that is twenty-one (21) days following the date upon which the Company delivers the Release to Employee (which shall occur no later than seven (7) days after the Termination Date) or, in the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is forty-five (45) days following such delivery date.

(g) After-Acquired Evidence. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines, in good faith, that Employee is eligible to receive the Termination Benefits pursuant to Section 7(f) but, after such determination, the Company subsequently acquires evidence or determines that: (i) Employee has failed to abide by the terms of Sections 8, 9, or 10; or (ii) a Cause condition existed prior to the Termination Date that, had the Company been fully aware of such condition, would have given the Company the right to terminate Employee's employment pursuant to Section 7(a), then the Company shall have the right to cease the payment of any future installments of the Termination Benefits and Employee shall promptly return to the Company all installments of the Termination Benefits received by Employee prior to the date that the Company determines that the conditions of this Section 7(g) have been satisfied. In addition, the provisions of the last sentence of Section 7(a) shall apply, and, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(c) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event Employee fails to abide by the terms of Sections 8, 9 or 10.

8. **Disclosures**. Promptly (and in any event, within three (3) Business Days) upon becoming aware of (a) any actual or potential Conflict of Interest or (b) any lawsuit, claim or arbitration filed against or involving Employee or any trust or vehicle owned or controlled by Employee, in each case, Employee shall disclose such actual or potential Conflict of Interest or such lawsuit, claim or arbitration to the Board. A "Conflict of Interest" shall exist when Employee engages in, or plans to engage in, any activities, associations, or interests that conflict with, or create an appearance of a conflict with, Employee's duties, responsibilities, authorities, or obligations for or to any member of the Company Group.

9. **Confidentiality**. In the course of Employee's employment with the Company and the performance of Employee's duties on behalf of the Company Group hereunder, Employee will be provided with, and will have access to, Confidential Information (as defined below). As a condition of Employee's receipt and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Employee's employment hereunder, Employee shall comply with this Section 9.

(a) Both during the Employment Period and thereafter, except as expressly permitted by this Agreement or by directive of the Board, Employee shall not disclose any Confidential Information to any person or entity and shall not use any Confidential Information except for the benefit of the Company Group. Employee shall follow all Company policies and

protocols regarding the security of all documents and other materials containing Confidential Information (regardless of the medium on which Confidential Information is stored). The covenants of this Section 9(a) shall apply to all Confidential Information, whether now known or later to become known to Employee during the period that Employee is employed by or affiliated with or providing services to the Company or any other member of the Company Group.

(b) Notwithstanding any provision of Section 9(a) to the contrary, Employee may make the following disclosures and uses of Confidential Information:

(i) disclosures to other employees of a member of the Company Group who have a need to know the information in connection with the businesses of the Company Group;

(ii) disclosures to third parties when, in the reasonable and good faith belief of Employee, such disclosure is in connection with Employee's performance of Employee's duties under this Agreement and in the best interest of the Company Group;

(iii) disclosures and uses that are approved in writing by the Board; or

(iv) disclosures to a person or entity that has (x) been retained by a member of the Company Group to provide services to one or more members of the Company Group and (y) agreed in writing to abide by the terms of a confidentiality agreement.

(c) Upon the expiration of the Employment Period, and at any other time upon request of the Company, Employee shall promptly surrender and deliver to the Company all documents (including electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information and any other Company Group property (including any Company Group-issued computer, mobile device or other equipment) in Employee's possession, custody or control and Employee shall not retain any such documents or other materials or property of the Company Group. Within five (5) days of any such request, Employee shall certify to the Company in writing that all such documents, materials and property have been returned to the Company.

(d) All trade secrets, non-public information, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, made, developed or acquired by or disclosed to Employee, individually or in conjunction with others, during the period that Employee is employed by the Company or any other member of the Company Group (whether during business hours or otherwise and whether on the Company's premises or otherwise), that relate to any member of the Company Group's businesses or properties, products or services (including all such information relating to corporate opportunities, operations, future plans, methods of doing business, business plans, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or acquisition targets or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "Confidential

Information." Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression are and shall be the sole and exclusive property of the Company or other applicable member of the Company Group and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement. For purposes of this Agreement, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure or wrongful act of Employee or any of Employee's agents; (ii) was available to Employee on a non-confidential basis before its disclosure by a member of the Company Group; or (iii) becomes available to Employee on a non-confidential basis from a source other than a member of the Company Group; *provided, however*, that such source is not bound by a confidentiality agreement with, or other obligation with respect to confidentiality to, a member of the Company Group.

(e) Notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental authority regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee from any such governmental authority; (iii) testifying, participating or otherwise assisting in any action or proceeding by any such governmental authority relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal. Nothing in this Agreement requires Employee to obtain prior authorization before engaging in any conduct described in this paragraph, or to notify the Company that Employee has engaged in any such conduct.

10. **Non-Competition; Non-Solicitation**. The Employee acknowledges that (i) the Employee performs services of a unique nature for the Company that are irreplaceable, and that the Employee's performance of such services to a competing business will result in irreparable harm to the Company, (ii) the Employee has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company Group, (iii) in the course of the Employee's employment by a competitor, the Employee would inevitably use or disclose such Confidential Information, (iv) the Company and Group has substantial relationships with their Customers and the Employee has had and will continue to have access to these Customers, (v) the Employee has received and will receive specialized training from the Company Group, and (vi) the Employee has generated and will continue to generate goodwill for the Company Group in the course of the Employee's

employment. Accordingly, the Employee agrees that for the duration of Employee's employment and for one (1) year thereafter, Employee shall not, directly or indirectly:

(a) own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in competition with the Company Group on the Termination Date, which includes the business of merchant power production, including nuclear power generation, or any business material to the Company which the Company has taken substantial steps, on or prior to such date, to engage in, in any geographic region in the United States where the Company conducts or has taken substantial steps to conduct business prior to the Termination Date. Notwithstanding the foregoing, nothing herein shall prohibit the Employee from (i) being a passive owner of not more than three percent (3%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company Group, so long as the Employee has no active participation in the business of such corporation, or (ii) serving on an outside safety review committee that advises on safety issues (and that does not advise on business matters). In addition, the provisions of this Section 10(a) shall not be violated by the Employee commencing employment with a subsidiary, division or unit of any entity that engages in a business in competition with the Company Group so long as the Employee and such subsidiary, division or unit does not engage in a business in competition with the Company Group.

(b) solicit, induce or attempt to induce any employee, agent or individual retained as an independent contractor of the Company or any member of the Company Group to terminate his or her employment or contracting relationship with such entity, or to become an employee or independent contractor of any other Person or hire or retain any such employee, agent or individual, or take any action to materially assist or aid any other Person in identifying, hiring or soliciting any such employee, agent or individual (any employee, agent or individual retained as an independent contractor of the Company shall be deemed covered by this Section 10(b) while so employed or retained and for a period of six (6) months thereafter);

(c) solicit, induce or attempt to induce any Customer, supplier or other business relation of the Company Group to cease doing or reduce the amount of its business with such entity or in any way interfere with the relationship between any such Customer, supplier or other business relation and such entity; or

(d) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company Group and any of their respective vendors, joint venturers or licensors.

(e) Definitions. For the purposes of this Section 10, the following definitions shall apply:

(i) "Customer" means any Person who or which: (a) purchased products or services from the Company Group prior to or during Employee's period of employment and who or which Employee was aware of or about which Employee had received Confidential Information; or (b) was called upon or solicited by the Company Group or any of their predecessors prior to or during the twelve (12) month period prior

to the Termination Date, if Employee had direct or indirect contact with such Person as an employee of the Company Group or learned or became aware of such Person during Employee's employment with the Company Group.

(ii) "Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

11. **Ownership of Intellectual Property**.

(a) Employee agrees that the Company shall own, and Employee shall (and hereby does) assign, all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), discoveries, developments, improvements, innovations, works of authorship, mask works, designs, know-how, ideas, formulae, processes, techniques, data and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by Employee during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, whether or not registerable under U.S. law or the laws of other jurisdictions, that either (i) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Company Group's businesses or actual or anticipated research or development; or (ii) were developed on any amount of the Company's or any other member of the Company Group's time or with the use of any member of the Company Group's equipment, supplies, facilities or Confidential Information (all of the foregoing collectively referred to herein as "Company Intellectual Property"), and Employee shall promptly disclose all Company Intellectual Property to the Company in writing. To support Employee's disclosure obligation herein, Employee shall keep and maintain adequate and current written records of all Company Intellectual Property made by Employee (solely or jointly with others) during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group in such form as may be specified from time to time by the Company. These records shall be available to, and remain the sole property of, the Company at all times.

(b) All of Employee's works of authorship and associated copyrights created during the period in which Employee is employed by or affiliated with the Company or any other member of the Company Group and in the scope of Employee's employment or engagement shall be deemed to be "works made for hire" within the meaning of the Copyright Act. To the extent any right, title and interest in and to Company Intellectual Property cannot be assigned by Employee to the Company, Employee shall grant, and does hereby grant, to the Company Group an exclusive, perpetual, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, use, sell, offer for sale, import, export, reproduce, practice and otherwise commercialize such rights, title and interest.

(c) Employee recognizes that this Agreement will not be deemed to require assignment of any invention or intellectual property that Employee developed entirely on Employee's own time without using the equipment, supplies, facilities, trade secrets, or

Confidential Information of any member of the Company Group. In addition, this Agreement does not apply to any invention that qualifies fully for protection from assignment to the Company under any specifically applicable state law or regulation.

(d) To the extent allowed by law, this Section applies to all rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like, including without limitation those rights set forth in 17 U.S.C. §106A (collectively, "Moral Rights"). To the extent Employee retains any Moral Rights under applicable law, Employee hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by the Company or any member of the Company Group, and Employee hereby waives and agrees not to assert any Moral Rights with respect to such Moral Rights. Employee shall confirm any such ratifications, consents, waivers, and agreements from time to time as requested by the Company.

(e) All inventions (whether or not patentable), original works of authorship, designs, know-how, mask works, ideas, information, developments, improvements, and trade secrets of which Employee is the sole or joint author, creator, contributor, or inventor that were made or developed by Employee prior to Employee's employment with or affiliation with the Company or any other member of the Company Group, or in which Employee asserts any intellectual property right, and which are applicable to or relate in any way to the business, products, services, or demonstrably anticipated research and development or business of any member of the Company Group ("Prior Inventions") are listed on Exhibit A, and Employee represents that Exhibit A is a complete list of all such Prior Inventions. If no such list is attached, Employee hereby represents and warrants that there are no Prior Inventions, and Employee shall make no claim of any rights to any Prior Inventions. If, in the course of Employee's employment with or affiliation with the Company or any other member of the Company Group, Employee incorporates into the product, process, or device of any member of the Company Group a Prior Invention, the Company Group is hereby granted and will have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, import, export, offer for sale, sell and otherwise commercialize such Prior Invention as part of or in connection with such product, process, or device of any member of the Company Group.

(f) Employee shall perform, during and after the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, all acts deemed necessary or desirable by the Company to permit and assist each member of the Company Group, at the Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Intellectual Property and Confidential Information assigned, to be assigned, or licensed to the Company under this Agreement. Such acts may include execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications; (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights; and (iii) in other legal proceedings related to the Company Intellectual Property or Confidential Information.

(g) In the event that the Company (or, as applicable, a member of the Company Group) is unable for any reason to secure Employee's signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask

work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Confidential Information or Company Intellectual Property (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations of such Company Intellectual Property), Employee hereby irrevocably designates and appoints the Company and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee, (i) to execute, file, prosecute, register and memorialize the assignment of any such application; (ii) to execute and file any documentation required for such enforcement; and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Confidential Information or Company Intellectual Property, all with the same legal force and effect as if executed by Employee.

(h) In the event that Employee enters into, on behalf of any member of the Company Group, any contracts or agreements relating to any Confidential Information or Company Intellectual Property, Employee shall assign such contracts or agreements to the Company (or the applicable member of the Company Group) promptly, and in any event, prior to Employee's termination of employment. If the Company (or the applicable member of the Company Group) is unable for any reason to secure Employee's signature to any document required to assign said contracts or agreements, or if Employee does not assign said contracts or agreements to the Company (or the applicable member of the Company Group) prior to Employee's termination of employment, Employee hereby irrevocably designates and appoints the Company (or the applicable member of the Company Group) and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and instead of Employee to execute said assignments and to do all other lawfully permitted acts to further the execution of said documents.

12. **Defense of Claims**. During the Employment Period and for a period of one (1) year following the Termination Date, upon request from the Company, Employee shall reasonably cooperate with the Company Group, at times and locations agreeable to Employee, to assist (i) in the prosecution of any claims that may be made by the Company Group, to the extent that such claims may relate to the Employee's employment with the Company and about which the Employee has substantial knowledge (collectively, the "Claims"), (2) in the defense of any Claims that may be made by or against any member of the Company Group that relate to Employee's actual or prior areas of responsibility. Subject to Section 9(e), the Employee agrees to promptly inform the Company if the Employee becomes aware of any lawsuits involving Claims that may be filed or threatened against the Company Group. Subject to Section 9(e), the Employee also agrees to promptly inform the Company (to the extent that the Employee is legally permitted to do so) if the Employee is asked to assist in any investigation of the Company Group (or their actions) or another party attempts to obtain information or documents from the Employee (other than in connection with any litigation or other proceeding in which the Employee is a party-in-opposition) with respect to matters the Employee believes in good faith to relate to any investigation of the Company Group, in each case, regardless of whether a lawsuit or other proceeding has then been filed against the Company Group with respect to such investigation, and shall not do so unless legally required. Subject to Section 9(e), during the pendency of any litigation or other proceeding involving Claims, the Employee shall not

communicate with anyone (other than the Employee's attorneys and tax and/or financial advisors and except to the extent that the Employee determines in good faith is necessary in connection with the performance of the Employee's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company Group without giving prior written notice to the Company or the Company's counsel.

13. **Non-Disparagement**. During the Employment Period and thereafter, except to the extent compelled or required by applicable law and subject to Section 9(e), Employee agrees Employee shall not disparage the Company or its respective officers, directors, employees, shareholders or successors or their respective products or services, in any manner (including but not limited to, verbally or via hard copy, websites, blogs, social media forums or any other medium); provided, however, that nothing in this Section shall prevent Employee from: engaging in concerted activity relative to the terms and conditions of Employee's employment and in communications protected under the National Labor Relations Act, filing a charge or providing information to any governmental agency; and provided, further, that nothing in this Section shall prevent Employee from providing information in response to a subpoena or other enforceable legal process or as otherwise required by law.

14. **Reasonableness of Covenants**. In signing this Agreement, Employee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under these Sections 9, 10, 11, 12, and 13. Employee agrees that these restraints are necessary for the reasonable and proper protection of the Company Group and their trade secrets and Confidential Information and that such restraints are reasonable in respect to subject matter, length of time and geographic area. Employee acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company Group.

15. **Tolling**. In the event of any violation of the provisions of Section 10 hereto, Employee acknowledges and agrees that the post-termination restrictions contained in Section 10 shall be extended by a period of time equal to the period of such violation, as determined by a court of law, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

16. **Withholdings; Deductions**. The Company may withhold and deduct from any benefits and payments made or to be made pursuant to this Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by Employee.

17. **Title and Headings; Construction**. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. Unless the context requires otherwise, all references to laws, regulations, contracts, documents, agreements and instruments refer to such laws, regulations, contracts, documents, agreements and instruments as they may be amended from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. All references to "dollars" or "$" in this Agreement refer to United States dollars. The words "herein",

"hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement, including all Exhibits attached hereto, and not to any particular provision hereof. The word "or" is not exclusive. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to "including" shall be construed as meaning "including without limitation." Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

18. **Applicable Law**. This Agreement shall in all respects be construed according to the laws of the State of Texas without regard to its conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereto consent to the exclusive jurisdiction, forum and venue of the state and federal courts (as applicable) located in Houston, Texas.

19. **Entire Agreement and Amendment**. This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof, including, for the avoidance of doubt, that certain Severance Agreement by and between Employee and the Company, dated November 15, 2021 (the "Prior Severance Agreement"), other than any indemnification rights, equity award agreements, or rights under the Key Employee Incentive Plan approved by the United States Bankruptcy Court for the Southern District of Texas related to Talen Energy Supply, LLC and certain of its subsidiaries voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (Case No. 22-90054; Docket No. 1071), which are in effect or outstanding as of the Effective Date. By signing this Agreement, Employee hereby waives any claim of "good reason" (or term of like import) under the Prior Severance Agreement or any other agreement to which Employee is a party that Employee may otherwise have as a result of (a) entering into this Agreement or (b) any other event, occurrence or circumstance prior to the Effective Date. This Agreement may be amended only by a written instrument executed by both parties hereto.

20. **Enforcement**. The parties hereto acknowledge that an award of damages for failure to comply with Sections 9, 10, 11, 12, and 13 of this Agreement may not be an adequate remedy for the Company attempting to enforce or prevent the breach of such provisions, and accordingly the parties hereto authorize the Company to (in addition to any other remedies or relief to which it may be entitled) bring an action against Employee for a permanent or temporary injunction, to compel the specific performance or any other equitable remedy by Employee of their obligations to comply with, or prevent the breach of or remedy the breach of, such provisions without proof of actual damages.

21. **Waiver of Breach**. Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the

same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time.

22. **Assignment**. This Agreement is personal to Employee, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Employee. The Company may assign this Agreement without Employee's consent, including to any member of the Company Group and to any successor (whether by merger, purchase or otherwise) to all or substantially all of the equity, assets or businesses of the Company.

23. **Notices**. Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person; (b) on the first Business Day after such notice is sent by express overnight courier service; or (c) on the second Business Day following deposit with a nationally-recognized second-day courier service with proof of receipt maintained, in each case, to the following address, as applicable:

If to the Company, addressed to:

Talen Energy Corporation
1780 Hughes Landing Blvd.
Suite 800
The Woodlands, Texas 77380
Attention: Board of Directors

If to Employee, addressed to:

Brad Berryman

(*Or, if different, the latest address on file with the Company*)

24. **Counterparts**. This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

25. **Deemed Resignations**. Except as otherwise determined by the Board or as otherwise agreed to in writing by Employee and any member of the Company Group prior to the termination of Employee's employment with the Company or any member of the Company Group, any termination of Employee's employment shall constitute, as applicable, an automatic resignation of Employee: (a) as an officer of the Company and each member of the Company Group; (b) from the Board; and (c) from the board of directors or board of managers (or similar governing body) of any member of the Company Group and from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity or other entity in which any member of the Company Group holds an equity

interest and with respect to which board of directors or board of managers (or similar governing body) Employee serves as such Company Group member's designee or other representative.

26. **Section 409A**.

(a) Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of Employee's employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A.

(b) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A), (i) any such expense reimbursement shall be made by the Company no later than the last day of Employee's taxable year following the taxable year in which such expense was incurred by Employee, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

(c) Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Employee's receipt of such payment or benefit is not delayed until the earlier of the date of Employee's death or the date that is six (6) months after the Termination Date (such date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to Employee (or Employee's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall any member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A.

27. **Effect of Termination**. The provisions of Sections 7(a), 8-15, 20, 25, and 26 and those provisions necessary to interpret and enforce them, shall survive any termination of this Agreement and any termination of the employment relationship between Employee and the Company.

28. **Third-Party Beneficiaries**. Each member of the Company Group that is not a signatory to this Agreement shall be a third-party beneficiary of Employee's obligations under Sections 7-15, 20, and 25 and shall be entitled to enforce such obligations as if a party hereto.

29. **Certain Excise Taxes**. Notwithstanding anything to the contrary in this Agreement, if Employee is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the benefits provided for in this Agreement, together with any other payments and benefits which Employee has the right to receive from the Company and its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the benefits provided for in this Agreement (beginning with any benefit to be paid in cash hereunder) shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Employee from the Company will be one dollar ($1.00) less than three times Employee's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Employee shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Employee (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The determination as to whether any such reduction in the amount of the benefits provided hereunder is necessary shall be made by the Compensation Committee in good faith and in consultation with tax and legal advisors of the Company. If a reduced payment or benefit is made and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company (or its affiliates) used in determining if a "parachute payment" exists, exceeds one dollar ($1.00) less than three times Employee's base amount, then Employee shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 29 shall require the Company to be responsible for, or have any liability or obligation with respect to, Employee's excise tax liabilities under Section 4999 of the Code.

30. **Severability**. If an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or portion thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or portion thereof) shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

[*Remainder of Page Intentionally Blank;*
Signature Page Follows]

IN WITNESS WHEREOF, Employee and the Company each have caused this Agreement to be executed and effective as of the Effective Date.

EMPLOYEE

/s/ Brad Berryman
Brad Berryman

COMPANY

TALEN ENERGY CORPORATION

By: /s/ Andrew Wright
Name: Andrew Wright
Title: Chief Administrative Officer

EXHIBIT A

PRIOR INVENTIONS

1. The following is a complete list of all Prior Inventions relevant to the subject matter of Employee's employment by the Company that have been made or conceived or first reduced to practice by Employee alone or jointly with others prior to Employee's employment with or affiliation with the Company or any other member of the Company Group:

Check appropriate space(s):

☐ None.

☐ See below:

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☐ Due to confidentiality agreements with a prior employer, Employee cannot disclose certain Prior Inventions that would otherwise be included on the above-described list.

☐ Additional sheets attached.

2. Employee proposes to bring to Employee's employment the following devices, materials, and documents of a former employer or other person to whom Employee has an obligation of confidentiality that is not generally available to the public, which materials and documents may be used in Employee's employment pursuant to the express written authorization of Employee's former employer or such other person (a copy of which is attached to this Agreement):

Check appropriate space(s):

☐ None.

☐ See below:

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☐ Additional sheets attached.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by and between Talen Energy Corporation, a Delaware corporation (the "Company"), and Dale Lebsack ("Employee") effective as of June 26, 2023 (the "Effective Date").

1. **Employment**. During the Employment Period (as defined below), the Company shall employ Employee, and Employee shall serve, as Chief Fossil Officer of the Company. In addition, if requested by the Company, Employee shall serve as an officer or member of the board of directors of any subsidiaries or affiliates of the Company without additional compensation.

2. **Duties and Responsibilities of Employee**.

(a) During the Employment Period, Employee shall actively engage in the business and affairs of the Company (together with its direct and indirect subsidiaries, the "Company Group") as may be requested by the Chief Executive Officer ("CEO") of the Company from time to time, devote such amount of Employee's business time and attention as is reasonably necessary to manage the business and affairs of the Company, which amount of time will constitute substantially all of Employee's business time. Employee's duties and responsibilities shall include those normally incidental to the position(s) identified in Section 1, as well as such additional duties as may be assigned to Employee by the CEO from time to time, which duties and responsibilities may include providing services to other members of the Company Group in addition to the Company. Employee may, without violating this Section 2(a), (i) as a passive investment, own publicly traded securities or privately-held funds or investments in such form or manner as will not require any services by Employee in the operation of the entities in which such securities are owned; (ii) engage in charitable and civic activities; and (iii) with the prior written consent of the board of directors of the Company (the "Board"), engage in other personal and passive investment activities, in each ease, so long as such engagements, ownership, interests or activities do not interfere with Employee's ability to fulfill Employee's duties and responsibilities under this Agreement and are not inconsistent with Employee's obligations to any member of the Company Group or competitive with the business of any member of the Company Group.

(b) Employee hereby represents and warrants that Employee is not the subject of, or a party to, any non-competition or non-solicitation covenant, non-disclosure agreement, or any other agreement, obligation, restriction or understanding that would prohibit Employee from executing this Agreement or fully performing each of Employee's duties and responsibilities hereunder, or would in any manner, directly or indirectly, limit or affect any of the duties and responsibilities that may now or in the future be assigned to Employee hereunder. Employee expressly acknowledges and agrees that Employee is strictly prohibited from using or disclosing any confidential information belonging to any prior employer in the course of performing services for any member of the Company Group, and Employee promises that Employee shall not do so. Employee shall not introduce documents or other materials containing confidential information of any prior employer to the premises or property (including computers and computer systems) of any member of the Company Group.

(c) Employee owes each member of the Company Group fiduciary duties, and the obligations described in this Agreement are in addition to, and not in lieu of, the obligations Employee owes each member of the Company Group under statutory and common law.

3. **Compensation**.

(a) Base Salary. During the Employment Period, the Company shall pay to Employee an annualized base salary of $475,000 (the "Base Salary") in consideration for Employee's services under this Agreement, payable in substantially equal installments in conformity with the Company's customary payroll practices for similarly situated employees as may exist from time to time, but no less frequently than twice per month. The Base Salary shall be subject to annual review by the Compensation Committee of the Board (the "Compensation Committee").

(b) Annual Bonus. Employee shall be eligible for bonus compensation for calendar year 2023 and each subsequent complete calendar year that Employee is employed by the Company hereunder (the "Annual Bonus"). The target Annual Bonus for each such calendar year (the "Bonus Year") shall be 100% of Employee's Base Salary in effect as of the first day of the Bonus Year (or, with respect to calendar year 2023, in effect on the Effective Date), with the actual Annual Bonus for a Bonus Year depending on the level of achievement of the performance targets, as determined by the Compensation Committee for the Bonus Year, that are consistent with the performance targets established for other similarly-situated executives. The performance targets that must be achieved in order to be eligible for certain bonus levels shall be established by the Compensation Committee annually, in its sole discretion, and communicated to Employee within the first one-hundred twenty (120) days of the applicable Bonus Year. Each Annual Bonus (including the 2023 Bonus), if any, shall be paid as soon as administratively feasible after the Compensation Committee certifies whether the applicable performance targets for the applicable Bonus Year have been achieved, but in no event later than March 15 following the end of such Bonus Year. Notwithstanding anything in this Section 3(b) to the contrary, but subject to Section 7, no Annual Bonus (including the 2023 Bonus), if any, nor any portion thereof, shall be payable for any Bonus Year unless Employee remains continuously employed by the Company from the Effective Date through the date on which such Annual Bonus is paid.

(c) Long-Term Incentive Awards.

(i) As soon as practicable (but no later than sixty (60) days) following the Effective Date (the "Date of Grant"), the Board shall establish a Long Term Incentive Plan (such plan, or any successor plan, the "LTIP") and grant to Employee thereunder:(i) an award of restricted stock units (the "RSUs") and (ii) an award of performance stock units (the "PSUs," and collectively with the RSUs, the "Emergence Grant"). The Emergence Grant will be made with respect to a number of shares of Company common stock having a value, based on the equity value implied by the Company's plan enterprise value determined as of the effective date of its Plan of Reorganization pursuant to Chapter 11 of the Bankruptcy Code, as determined by the Board in good faith, equal to $5,700,000. The Emergence Grant will be allocated between RSUs and PSUs on a basis determined by the Board. The RSUs shall generally vest in one-third increments on each

of the first three (3) anniversaries of the Date of Grant, provided Employee remains continuously employed by the Company or an affiliate of the Company through each such vesting date. The PSUs shall vest on the third (3rd) anniversary of the Date of Grant, subject to Employee's continuous employment and the achievement of the performance metrics determined by the Board and set forth in the applicable grant agreements.

(ii) Provided that Employee is employed by the Company on the applicable date of grant, Employee shall be eligible to receive an annual grant under the LTIP with a grant date target value not less than 400% of Employee's Base Salary as in effect on the applicable date of grant of such award on such terms and conditions as the Board and the Compensation Committee shall determine from time to time. All awards granted to Employee under the LTIP shall be subject to and governed by the terms and provisions of the LTIP as in effect from time to time and the award agreements evidencing such awards. For the avoidance of doubt, after the receipt of the Emergence Grant, Employee shall not receive any additional annual grants in the calendar years of 2023, 2024 or 2025. Employee will resume receipt of annual grants under the LTIP in the normal course in calendar year 2026.

4. **Term of Employment**. The term of Employee's employment under this Agreement shall be for the period beginning on the Effective Date and ending on the third (3rd) anniversary of the Effective Date (the "Term"). The parties may, but shall not be required to, mutually agree to extend the Term for additional one (l)-year periods. Notwithstanding any other provision of this Agreement, Employee's employment pursuant to this Agreement may be terminated at any time in accordance with Section 7. The period from the Effective Date through the expiration of this Agreement or, if sooner, the termination of Employee's employment pursuant to this Agreement, regardless of the time or reason for such termination, shall be referred to herein as the "Employment Period."

5. **Business Expenses**. Subject to Section 26, the Company shall reimburse Employee for Employee's reasonable out-of-pocket business-related expenses actually incurred in the performance of Employee's duties hereunder during the Employment Period so long as Employee timely submits all documentation for such expenses, as required by Company policy in effect from time to time. Any such reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of such documentation (but in any event not later than the close of Employee's taxable year following the taxable year in which the expense is incurred by Employee). In no event shall any reimbursement be made to Employee for any expenses incurred after the date of Employee's termination of employment with the Company.

6. **Benefits**.

(a) During the Employment Period, Employee shall be eligible to participate in the same benefit plans and programs in which other similarly situated Company employees are eligible to participate, subject to the terms and conditions of the applicable plans and programs in effect from time to time. The Company shall not, however, by reason of this Section 6, be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any such

plan or policy, so long as such changes are similarly applicable to similarly situated Company employees generally.

(b) The Company shall reimburse Employee up to $15,000 for legal fees incurred in connection with the review of this Agreement.

(c) The Company shall cover Employee under directors' and officers' liability insurance from the Effective Date, through the Term, and, while potential liability exists, after the Term or the termination of Employee's employment with the Company, on substantially similar terms as provided to other executive officers of the Company. The Company further agrees to continue to cover Employee under any tail coverage liability insurance policies that are in effect as of the Effective Date, from and after the Effective Date through the current term of such policies, subject to the terms and conditions of such policies.

(d) During the Employment Period, the Employee shall be entitled to four (4) weeks of paid vacation per calendar year (as prorated for partial years of employment), administered in accordance with the Company's policy on accrual and use applicable to employees as in effect from time to time. Vacation may be taken at such times and intervals as the Employee determines, subject to the business needs of the Company.

7. **Termination of Employment**.

(a) Company's Right to Terminate Employee's Employment for Cause . The Company shall have the right to terminate Employee's employment hereunder at any time for Cause. For purposes of this Agreement, "Cause" shall mean Employee's commission of an aet or omission, or Employee causing the Company or any other member of the Company Group to commit an aet or omission, that constitutes:

(i) Employee's fraud or misconduct;

(ii) Employee's violation of applicable law in connection with the management, operation or reputation of the Company or any other member of the Company Group that results in (or could reasonably be expected to result in) material injury to the Company or any other member of the Company Group;

(iii) Employee's material breach of this Agreement or any other written agreement between Employee and one or more members of the Company Group, including Employee's material breach of any representation, warranty or covenant made under any such agreement;

(iv) Employee's aet of theft, embezzlement or misappropriation of the property of the Company or any other member of the Company Group, in each ease, that results in (or could reasonably be expected to result in) material financial or reputational harm to the Company or any other member of the Company Group;

(v) Employee's breach of his duty of loyalty to the Company or violation of the Company's policies (to the extent such policies have been clearly communicated in writing to Employee), including the Company's code of conduct and business ethics (or similar policies), anti-harassment policy, anti-retaliation, or policies related to age, sex or other prohibited discrimination in the workplace; or

(vi) Employee's conviction or plea of *nolo contendere* to a felony or crime involving moral turpitude.

Notwithstanding the foregoing, no determination of "Cause" may be made pursuant to Sections 7(a)(ii) or (iii) unless (1) Employee has been given written notice by the Board describing the specific alleged action(s) or omission(s) that constitute "Cause," and (2) Employee has failed to cure such acts or omissions within thirty (30) days of such notice from the Board. Upon the termination of Employee's employment pursuant to this Section 7(a), the Company shall pay to Employee (A) all earned and unpaid Base Salary as of the date of the termination of Employee's employment with the Company, (B) reimbursement for all incurred but unreimbursed expenses for which Employee is entitled to reimbursement in accordance with Section 5 and Sections 6(b), (e), and (d), and (C) benefits to which Employee is entitled under the terms of any applicable benefit plan or program described in Section 6(a) (collectively, the "Accrued Benefits"). In addition, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(e) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event of a termination of Employee's employment for Cause.

(b) Company's Right to Terminate for Convenience. The Company shall have the right to terminate Employee's employment for convenience at any time and for any reason, or no reason at all, upon written notice to Employee, in which event Employee shall receive the compensation and benefits described in Section 7(f).

(c) Employee's Right to Terminate for Good Reason. Employee shall have the right to terminate Employee's employment with the Company at any time for Good Reason, in which event Employee shall receive the compensation and benefits described in Section 7(f). For purposes of this Agreement, "Good Reason" shall mean any of the following occurring without Employee's consent:

(i) a material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);

(ii) a material reduction in Employee's Base Salary;

(iii) a relocation of Employee's primary work location to a distance of more than 50 miles from its location as of immediately prior to such change (for this purpose, Employee's primary work location as of the Effective Date shall be The Woodlands, Texas; provided, however, that notwithstanding anything herein to the contrary, Employee's provision of services at the Company's headquarters in Houston,

Texas, as reasonably required by Company, shall not constitute a change or relocation of Employee's primary work location for purposes of this definition); or

(iv) a material breach by the Company of any of its obligations under this Agreement.

The Company and Employee agree that Good Reason shall not exist unless and until Employee provides the Company with written notice of the acts alleged to constitute Good Reason within ninety (90) days of Employee's knowledge of the occurrence of such event, and Company fails to cure such acts within thirty (30) days of receipt of such notice. Employee must terminate employment within sixty (60) days following the expiration of such cure period for the termination to be on account of Good Reason.

(d) Death or Disability. Upon the death or Disability of Employee, Employee's employment with the Company shall automatically terminate and the Company shall pay to Employee or Employee's estate, as applicable, (i) the Accrued Benefits, (ii) any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of employment occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates), and (iii) an Annual Bonus for the year in which such termination of employment occurs based on actual performance results for the applicable Bonus Year and prorated for the period of days beginning on January 1 (or, if later the Effective Date) and ending on the date of such termination of employment relative to the number of days in the applicable Bonus Year. The prorated Annual Bonus described in clause (iii) of the preceding sentence, if any, shall be paid in each at the same time corresponding bonuses are paid to similarly situated employees of the Company, but in no event later than March 15 following the year in which such termination of employment occurs. For purposes of this Agreement, a "Disability" shall exist if, as determined in the reasonable opinion of a licensed physician, Employee is unable to perform the essential functions of Employee's position (after accounting for reasonable accommodation, if applicable and required by applicable law), due to physical or mental impairment, that continues for a period in excess of ninety (90) consecutive days or one hundred-eighty (180) days, whether or not consecutive (or for any longer period as may be required by applicable law), in any twelve (12)-month period.

(e) Employee's Right to Terminate for Convenience. In addition to Employee's right to terminate Employee's employment for Good Reason, Employee shall have the right to terminate Employee's employment with the Company for convenience at any time and for any other reason, or no reason at all, upon sixty (60) days' advance written notice to the Company; *provided, however,* that if Employee has provided notice to the Company of Employee's termination of employment, the Company may determine, in its sole discretion, that such termination shall be effective on any date prior to the effective date of termination provided in such notice (and, if such earlier date is so required, then it shall not change the basis for Employee's termination of employment nor be construed or interpreted as a termination of employment pursuant to Section 7(b)). Upon the termination of Employee's employment pursuant to this Section 7(e), the Company shall pay to Employee the Accrued Benefits.

(f) Effect of Termination of Employment without Cause or for Good Reason.

(i) If Employee's employment hereunder is terminated prior to the expiration of the Term by the Company without Cause pursuant to Section 7(b) or is terminated by Employee for Good Reason pursuant to Section 7(e), then the Company shall pay Employee the Accrued Benefits and any earned and unpaid Annual Bonus for the calendar year preceding the year in which such termination of employment occurs (which amount shall be paid within sixty (60) days following the date of such termination of employment but in no event later than March 15 of the year following the Bonus Year to which such Annual Bonus relates) and, so long as (and only if) Employee: (x) executes on or before the Release Expiration Date (as defined below), and does not revoke within any time provided by the Company to do so, a release of all claims in a form acceptable to the Company and generally used by the Company with respect to similarly situated employees (the "Release"), which Release shall release each member of the Company Group and their respective affiliates, and the foregoing entities' respective shareholders, members, partners, officers, managers, directors, fiduciaries, employees, representatives, agents and benefit plans (and fiduciaries of such plans) from any and all claims, including any and all causes of action arising out of Employee's employment with the Company and any other member of the Company Group or the termination of such employment, but excluding all claims to severance payments Employee may have under this Section 7(f); and (y) abides by the terms of each of Sections 8, 9, and 10 then:

(A) The Company shall make severance payments to Employee in a total amount equal to (i) twelve (12) months' worth of Employee's Base Salary and (ii) one (1) times the target Annual Bonus, where each are determined as of the year in which such termination occurs (such total severance payments being referred to as the "Severance Payment"). The Severance Payment will be divided into substantially equal installments paid over the twelve (12)-month period following the date on which Employee's employment terminates (the "Termination Date"). On the Company's first regularly scheduled pay date that is on or after the date that is sixty (60) days after the Termination Date (the "First Payment Date"), the Company shall pay to Employee, without interest, a number of such installments equal to the number of such installments that would have been paid during the period beginning on the Termination Date and ending on the First Payment Date had the installments been paid on the Company's regularly scheduled pay dates on or following the Termination Date, and each of the remaining installments shall be paid on the Company's regularly scheduled pay dates during the remainder of such twelve (12)-month period; *provided, however,* that to the extent, if any, that the aggregate amount of the installments of the Severance Payment that would otherwise be paid pursuant to the preceding provisions of this Section 7(f)(i) after March 15 of the calendar year following the calendar year in which the Termination Date occurs (the "Applicable March 15") exceeds the maximum exemption amount under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A), then such excess shall be paid to Employee in a lump sum on the Applicable March 15 (or the first Business Day (as defined below)

preceding the Applicable March 15 if the Applicable March 15 is not a Business Day) and the installments of the Severance Payment payable after the Applicable March 15 shall be reduced by such excess (beginning with the installment first payable after the Applicable March 15 and continuing with the next succeeding installment until the aggregate reduction equals such excess). "Business Day" shall mean any day except a Saturday, Sunday or other day on which commercial banks in Houston, Texas, are authorized or required by law to be closed.

(B) The RSUs and PSUs issued under Employee's Emergence Grant shall be treated in accordance with the award agreements evidencing such Emergence Grant, which treatment will be no less favorable than the treatment provided to other similarly situated senior executives (other than the CEO).

The payments and benefits described in clauses (A) and (B) above are collectively referred to herein as the "Termination Benefits."

(ii) Notwithstanding anything herein to the contrary, the Termination Benefits (and any portions thereof* shall not be payable if Employee's employment hereunder terminates upon the expiration of the Term.

(iii) If the Release is not executed and returned to the Company on or before the Release Expiration Date, and the required revocation period has not fully expired without revocation of the Release by Employee, then Employee shall not be entitled to any portion of the Termination Benefits. As used herein, the "Release Expiration Date" is that date that is twenty-one (21) days following the date upon which the Company delivers the Release to Employee (which shall occur no later than seven (7) days after the Termination Date) or, in the event that such termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Aet of 1967), the date that is forty-five (45) days following such delivery date.

(g) After-Acquired Evidence. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines, in good faith, that Employee is eligible to receive the Termination Benefits pursuant to Section 7(f) but, after such determination, the Company subsequently acquires evidence or determines that: (i) Employee has failed to abide by the terms of Sections 8, 9, or 10; or (ii) a Cause condition existed prior to the Termination Date that, had the Company been fully aware of such condition, would have given the Company the right to terminate Employee's employment pursuant to Section 7(a), then the Company shall have the right to cease the payment of any future installments of the Termination Benefits and Employee shall promptly return to the Company all installments of the Termination Benefits received by Employee prior to the date that the Company determines that the conditions of this Section 7(g) have been satisfied. In addition, the provisions of the last sentence of Section 7(a) shall apply, and, subject to any limitation under applicable law, previously paid compensation pursuant to Sections 3(b) and 3(e) shall be subject to clawback or forfeiture and cancellation at the discretion of the Compensation Committee in the event Employee fails to abide by the terms of Sections 8, 9, or 10.

8. **Disclosures**. Promptly (and in any event, within three (3) Business Days) upon becoming aware of (a) any actual or potential Conflict of Interest or (b) any lawsuit, claim or arbitration filed against or involving Employee or any trust or vehicle owned or controlled by Employee, in each ease, Employee shall disclose such actual or potential Conflict of Interest or such lawsuit, claim or arbitration to the Board. A "Conflict of Interest" shall exist when Employee engages in, or plans to engage in, any activities, associations, or interests that conflict with, or create an appearance of a conflict with, Employee's duties, responsibilities, authorities, or obligations for or to any member of the Company Group.

9. **Confidentiality**. In the course of Employee's employment with the Company and

(a) the performance of Employee's duties on behalf of the Company Group hereunder, Employee will be provided with, and will have access to, Confidential Information (as defined below). As a condition of Employee's receipt and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition of Employee's employment hereunder, Employee shall comply with this Section 9.

(b) Both during the Employment Period and thereafter, except as expressly permitted by this Agreement or by directive of the Board, Employee shall not disclose any Confidential Information to any person or entity and shall not use any Confidential Information except for the benefit of the Company Group. Employee shall follow all Company policies and protocols regarding the security of all documents and other materials containing Confidential Information (regardless of the medium on which Confidential Information is stored). The covenants of this Section 9(a) shall apply to all Confidential Information, whether now known or later to become known to Employee during the period that Employee is employed by or affiliated with or providing services to the Company or any other member of the Company Group.

(c) Notwithstanding any provision of Section 9(a) to the contrary, Employee may make the following disclosures and uses of Confidential Information:

(i) disclosures to other employees of a member of the Company Group who have a need to know the information in connection with the businesses of the Company Group;

(ii) disclosures to third parties when, in the reasonable and good faith belief of Employee, such disclosure is in connection with Employee's performance of Employee's duties under this Agreement and in the best interest of the Company Group;

(iii) disclosures and uses that are approved in writing by the Board; or

(iv) disclosures to a person or entity that has (x) been retained by a member of the Company Group to provide services to one or more members of the Company Group and (y) agreed in writing to abide by the terms of a confidentiality agreement.

(d) Upon the expiration of the Employment Period, and at any other time upon request of the Company, Employee shall promptly surrender and deliver to the Company all documents (including electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information and any other Company Group property (including any Company Group-issued computer, mobile device or other equipment) in Employee's possession, custody or control and Employee shall not retain any such documents or other materials or property of the Company Group. Within five (5) days of any such request, Employee shall certify to the Company in writing that all such documents, materials and property have been returned to the Company.

(e) All trade secrets, non-public information, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, made, developed or acquired by or disclosed to Employee, individually or in conjunction with others, during the period that Employee is employed by the Company or any other member of the Company Group (whether during business hours or otherwise and whether on the Company's premises or otherwise), that relate to any member of the Company Group's businesses or properties, products or services (including all such information relating to corporate opportunities, operations, future plans, methods of doing business, business plans, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or acquisition targets or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) is defined as "Confidential Information." Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression are and shall be the sole and exclusive property of the Company or other applicable member of the Company Group and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement. For purposes of this Agreement, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure or wrongful aet of Employee or any of Employee's agents;)ii) was available to Employee on a non-confidential basis before its disclosure by a member of the Company Group; or (iii) becomes available to Employee on a non-confidential basis from a source other than a member of the Company Group; *provided, however,* that such source is not bound by a confidentiality agreement with, or other obligation with respect to confidentiality to, a member of the Company Group.

(f) Notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental authority regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Employee from any such governmental authority; (iii) testifying, participating or otherwise assisting in any action or proceeding by any

such governmental authority relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Aet of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal. Nothing in this Agreement requires Employee to obtain prior authorization before engaging in any conduct described in this paragraph, or to notify the Company that Employee has engaged in any such conduct.

10. **Non-Competition; Non-Solicitation**. The Employee acknowledges that (i) the Employee performs services of a unique nature for the Company that are irreplaceable, and that the Employee's performance of such services to a competing business will result in irreparable harm to the Company, (ii) the Employee has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company Group, (iii) in the course of the Employee's employment by a competitor, the Employee would inevitably use or disclose such Confidential Information, (iv) the Company and Group has substantial relationships with their Customers and the Employee has had and will continue to have access to these Customers, (v) the Employee has received and will receive specialized training from the Company Group, and (vi) the Employee has generated and will continue to generate goodwill for the Company Group in the course of the Employee's employment. Accordingly, the Employee agrees that for the duration of Employee's employment and for one (1) year thereafter, Employee shall not, directly or indirectly:

(a) own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in competition with the Company Group on the Termination Date, which includes the business of merchant power production, including nuclear power generation, or any business material to the Company which the Company has taken substantial steps, on or prior to such date, to engage in, in any geographic region in the United States where the Company conducts or has taken substantial steps to conduct business prior to the Termination Date. Notwithstanding the foregoing, nothing herein shall prohibit the Employee from being a passive owner of not more than three percent (3%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company Group, so long as the Employee has no active participation in the business of such corporation. In addition, the provisions of this Section 10(a) shall not be violated by the Employee commencing employment with a subsidiary, division or unit of any entity that engages in a business in competition with the Company Group so long as the Employee and such subsidiary, division or unit does not engage in a business in competition with the Company Group.

(b) solicit, induce or attempt to induce any employee, agent or individual retained as an independent contractor of the Company or any member of the Company Group to terminate his or her employment or contracting relationship with such entity, or to become an employee or independent contractor of any other Person or hire or retain any such employee, agent or individual, or take any action to materially assist or aid any other Person in identifying, hiring or soliciting any such employee, agent or individual (any employee, agent or individual retained as an independent contractor of the Company shall be deemed covered by this Section 10(b) while so employed or retained and for a period of six (6) months thereafter);

(c) (e) solicit, induce or attempt to induce any Customer, supplier or other business relation of the Company Group to cease doing or reduce the amount of its business with such entity or in any way interfere with the relationship between any such Customer, supplier or other business relation and such entity; or

(d) (d) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company Group and any of their respective vendors, joint venturers or licensors.

(e) (e) Definitions. For the purposes of this Section 10, the following definitions shall apply:

(i) "Customer" means any Person who or which: (a) purchased products or services from the Company Group prior to or during Employee's period of employment and who or which Employee was aware of or about which Employee had received Confidential Information; or (b) was called upon or solicited by the Company Group or any of their predecessors prior to or during the twelve (12) month period prior to the Termination Date, if Employee had direct or indirect contact with such Person as an employee of the Company Group or learned or became aware of such Person during Employee's employment with the Company Group.

(ii) "Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

11. **Ownership of Intellectual Property**.

(a) Employee agrees that the Company shall own, and Employee shall (and hereby does) assign, all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), discoveries, developments, improvements, innovations, works of authorship, mask works, designs, know-how, ideas, formulae, processes, techniques, data and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by Employee during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, whether or not registerable under U.S.

law or the laws of other jurisdictions, that either (i) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Company Group's businesses or actual or anticipated research or development; or (ii) were developed on any amount of the Company's or any other member of the Company Group's time or with the use of any member of the Company Group's equipment, supplies, facilities or Confidential Information (all of the foregoing collectively referred to herein as "Company Intellectual Property"), and Employee shall promptly disclose all Company Intellectual Property to the Company in writing. To support Employee's disclosure obligation herein, Employee shall keep and maintain adequate and current written records of all Company Intellectual Property made by Employee (solely or jointly with others) during the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group in such form as may be specified from time to time by the Company. These records shall be available to, and remain the sole property of, the Company at all times.

(b) All of Employee's works of authorship and associated copyrights created during the period in which Employee is employed by or affiliated with the Company or any other member of the Company Group and in the scope of Employee's employment or engagement shall be deemed to be "works made for hire" within the meaning of the Copyright Aet. To the extent any right, title and interest in and to Company Intellectual Property cannot be assigned by Employee to the Company, Employee shall grant, and does hereby grant, to the Company Group an exclusive, perpetual, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, use, sell, offer for sale, import, export, reproduce, practice and otherwise commercialize such rights, title and interest.

(c) (e) Employee recognizes that this Agreement will not be deemed to require assignment of any invention or intellectual property that Employee developed entirely on Employee's own time without using the equipment, supplies, facilities, trade secrets, or Confidential Information of any member of the Company Group. In addition, this Agreement does not apply to any invention that qualifies fully for protection from assignment to the Company under any specifically applicable state law or regulation.

(d) To the extent allowed by law, this Section applies to all rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like, including without limitation those rights set forth in 17 U.S.C. §106A (collectively, "Moral Rights"). To the extent Employee retains any Moral Rights under applicable law, Employee hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorized by the Company or any member of the Company Group, and Employee hereby waives and agrees not to assert any Moral Rights with respect to such Moral Rights. Employee shall confirm any such ratifications, consents, waivers, and agreements from time to time as requested by the Company.

(e) All inventions (whether or not patentable), original works of authorship, designs, know-how, mask works, ideas, information, developments, improvements, and trade secrets of which Employee is the sole or joint author, creator, contributor, or inventor that were made or developed by Employee prior to Employee's employment with or affiliation with the

Company or any other member of the Company Group, or in which Employee asserts any intellectual property right, and which are applicable to or relate in any way to the business, products, services, or demonstrably anticipated research and development or business of any member of the Company Group ("Prior Inventions") are listed on Exhibit A, and Employee represents that Exhibit A is a complete list of all such Prior Inventions. If no such list is attached, Employee hereby represents and warrants that there are no Prior Inventions, and Employee shall make no claim of any rights to any Prior Inventions. If, in the course of Employee's employment with or affiliation with the Company or any other member of the Company Group, Employee incorporates into the product, process, or device of any member of the Company Group a Prior Invention, the Company Group is hereby granted and will have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, import, export, offer for sale, sell and otherwise commercialize such Prior Invention as part of or in connection with such product, process, or device of any member of the Company Group.

(f) Employee shall perform, during and after the period in which Employee is or has been employed by or affiliated with the Company or any other member of the Company Group, all acts deemed necessary or desirable by the Company to permit and assist each member of the Company Group, at the Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Intellectual Property and Confidential Information assigned, to be assigned, or licensed to the Company under this Agreement. Such acts may include execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications; (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights; and (iii) in other legal proceedings related to the Company Intellectual Property or Confidential Information.

(g) In the event that the Company (or, as applicable, a member of the Company Group) is unable for any reason to secure Employee's signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Confidential Information or Company Intellectual Property (including derivative works, improvements, renewals, extensions, continuations, divisional, continuations in part, continuing patent applications, reissues, and reexaminations of such Company Intellectual Property), Employee hereby irrevocably designates and appoints the Company and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to aet for and on Employee's behalf and instead of Employee,)i) to execute, file, prosecute, register and memorialize the assignment of any such application; (ii) to execute and file any documentation required for such enforcement; and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Confidential Information or Company Intellectual Property, all with the same legal force and effect as if executed by Employee.

(h) In the event that Employee enters into, on behalf of any member of the Company Group, any contracts or agreements relating to any Confidential Information or

Company Intellectual Property, Employee shall assign such contracts or agreements to the Company (or the applicable member of the Company Group) promptly, and in any event, prior to Employee's termination of employment. If the Company (or the applicable member of the Company Group) is unable for any reason to secure Employee's signature to any document required to assign said contracts or agreements, or if Employee does not assign said contracts or agreements to the Company (or the applicable member of the Company Group) prior to Employee's termination of employment, Employee hereby irrevocably designates and appoints the Company (or the applicable member of the Company Group) and each of the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to aet for and on Employee's behalf and instead of Employee to execute said assignments and to do all other lawfully permitted acts to further the execution of said documents.

12. **Defense of Claims**. During the Employment Period and for a period of one (1) year following the Termination Date, upon request from the Company, Employee shall reasonably cooperate with the Company Group, at times and locations agreeable to Employee, to assist (i) in the prosecution of any claims that may be made by the Company Group, to the extent that such claims may relate to the Employee's employment with the Company and about which the Employee has substantial knowledge (collectively, the "Claims"), (2) in the defense of any Claims that may be made by or against any member of the Company Group that relate to Employee's actual or prior areas of responsibility. Subject to Section 9(e), the Employee agrees to promptly inform the Company if the Employee becomes aware of any lawsuits involving Claims that may be filed or threatened against the Company Group. Subject to Section 9(e), the Employee also agrees to promptly inform the Company (to the extent that the Employee is legally permitted to do so) if the Employee is asked to assist in any investigation of the Company Group (or their actions) or another party attempts to obtain information or documents from the Employee (other than in connection with any litigation or other proceeding in which the Employee is a party-in-opposition) with respect to matters the Employee believes in good faith to relate to any investigation of the Company Group, in each ease, regardless of whether a lawsuit or other proceeding has then been filed against the Company Group with respect to such investigation, and shall not do so unless legally required. Subject to Section 9(e), during the pendency of any litigation or other proceeding involving Claims, the Employee shall not communicate with anyone (other than the Employee's attorneys and tax and/or financial advisors and except to the extent that the Employee determines in good faith is necessary in connection with the performance of the Employee's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company Group without giving prior written notice to the Company or the Company's counsel.

13. **Non-Disparagement**. During the Employment Period and thereafter, except to the extent compelled or required by applicable law and subject to Section 9(e), Employee agrees Employee shall not disparage the Company or its respective officers, directors, employees, shareholders or successors or their respective products or services, in any manner (including but not limited to, verbally or via hard copy, websites, blogs, social media forums or any other medium); provided, however, that nothing in this Section shall prevent Employee from: engaging in concerted activity relative to the terms and conditions of Employee's employment and in

communications protected under the National Labor Relations Aet, filing a charge or providing information to any governmental agency; and provided, further, that nothing in this Section shall prevent Employee from providing information in response to a subpoena or other enforceable legal process or as otherwise required by law.

14. **Reasonableness of Covenants**. In signing this Agreement, Employee has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under these Sections 9, 10, 11, 12, and 13. Employee agrees that these restraints are necessary for the reasonable and proper protection of the Company Group and their trade secrets and Confidential Information and that such restraints are reasonable in respect to subject matter, length of time and geographic area. Employee acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company Group.

15. **Tolling**. In the event of any violation of the provisions of Section 10 hereto, Employee acknowledges and agrees that the post-termination restrictions contained in Section 10 shall be extended by a period of time equal to the period of such violation, as determined by a court of law, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

16. **Withholdings; Deductions**. The Company may withhold and deduct from any benefits and payments made or to be made pursuant to this Agreement (a) all federal, state, local and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any deductions consented to in writing by Employee.

17. **Title and Headings; Construction**. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all Exhibits or Attachments referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes. Unless the context requires otherwise, all references to laws, regulations, contrasts, documents, agreements and instruments refer to such laws, regulations, contrasts, documents, agreements and instruments as they may be amended from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. All references to “dollars” or “$” in this Agreement refer to United States dollars. The words “herein”, “hereof”, “hereunder” and other compounds of the word “here” shall refer to the entire Agreement, including all Exhibits attached hereto, and not to any particular provision hereof. The word “or” is not exclusive. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to “including” shall be construed as meaning “including without limitation.” Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

18. **Applicable Law**. This Agreement shall in all respects be construed according to the laws of the State of Texas without regard to its conflict of laws principles that would result in

the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereto consent to the exclusive jurisdiction, forum and venue of the state and federal courts (as applicable) located in Houston, Texas.

19. **Entire Agreement and Amendment**. This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof, including, for the avoidance of doubt, that certain Severance Agreement by and between Employee and the Company, dated November 15, 2021 (the "Prior Severance Agreement" and that certain Non-Competition, Non-Solicitation and Confidentiality Agreement by and between Employee and Talen Energy Supply, LLC dated December 14, 2017, other than any indemnification rights (including, without limitation, any indemnification rights Employee has under any of the limited liability company agreements of the Company's subsidiaries), equity award agreements, or rights under the Key Employee Incentive Plan approved by the United States Bankruptcy Court for the Southern District of Texas related to Talen Energy Supply, LLC and certain of its subsidiaries voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (Case No. 22-90054; Docket No. 1071), which are in effect or outstanding as of the Effective Date. By signing this Agreement, Employee hereby waives any claim of "good reason" (or term of like import) under the Prior Severance Agreement or any other agreement to which Employee is a party that Employee may otherwise have as a result of (a) entering into this Agreement or (b) any other event, occurrence or circumstance prior to the Effective Date. This Agreement may be amended only by a written instrument executed by both parties hereto.

20. **Enforcement**. The patties hereto acknowledge that an award of damages for failure to comply with Sections 9, 10, 11, 12, and 13 of this Agreement may not be an adequate remedy for the Company attempting to enforce or prevent the breach of such provisions, and accordingly the parties hereto authorize the Company to (in addition to any other remedies or relief to which it may be entitled) bring an action against Employee for a permanent or temporary injunction, to compel the specific performance or any other equitable remedy by Employee of their obligations to comply with, or prevent the breach of or remedy the breach of, such provisions without proof of actual damages.

21. **Waiver of Breach**. Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time.

22. **Assignment**. This Agreement is personal to Employee, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Employee. The Company may assign this Agreement without Employee's consent, including

to any member of the Company Group and to any successor (whether by merger, purchase or otherwise) to all or substantially all of the equity, assets or businesses of the Company.

23. **Notices**. Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person; (b) on the first Business Day after such notice is sent by express overnight courier service; or (e) on the second Business Day following deposit with a nationally-recognized second-day courier service with proof of receipt maintained, in each ease, to the following address, as applicable:

If to the Company, addressed to:

Talen Energy Corporation
1780 Hughes Landing Blvd.
Suite 800
The Woodlands, Texas 77380
Attention: Board of Directors

If to Employee, addressed to:

Dale Lebsack

(Or, if different, the latest address on file with the Company)

24. **Counterparts**. This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

25. **Deemed Resignations**. Except as otherwise determined by the Board or as otherwise agreed to in writing by Employee and any member of the Company Group prior to the termination of Employee's employment with the Company or any member of the Company Group, any termination of Employee's employment shall constitute, as applicable, an automatic resignation of Employee: (a) as an officer of the Company and each member of the Company Group; (b) from the Board; and (e) from the board of directors or board of managers (or similar governing body) of any member of the Company Group and from the board of directors or board of managers (or similar governing body) of any corporation, limited liability entity, unlimited liability entity or other entity in which any member of the Company Group holds an equity interest and with respect to which board of directors or board of managers (or similar governing body) Employee serves as such Company Group member's designee or other representative.

26. **Section 409A**.

(a) Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with Section 409A of the Code and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "Section 409A") or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of Employee's employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A.

(b) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A), (i) any such expense reimbursement shall be made by the Company no later than the last day of Employee's taxable year following the taxable year in which such expense was incurred by Employee, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided,* that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

(c) (e) Notwithstanding any provision in this Agreement to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if Employee's receipt of such payment or benefit is not delayed until the earlier of the date of Employee's death or the date that is six (6) months after the Termination Date (such date, the "Section 409A Payment Date"), then such payment or benefit shall not be provided to Employee (or Employee's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, Section 409A and in no event shall any member of the Company Group be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A.

27. **Effect of Termination**. The provisions of Sections 7(a), 8-15, 20, 25, and 26 and those provisions necessary to interpret and enforce them, shall survive any termination of this Agreement and any termination of the employment relationship between Employee and the Company.

28. **Third-Party Beneficiaries**. Each member of the Company Group that is not a signatory to this Agreement shall be a third-party beneficiary of Employee's obligations under Sections 7-15, 20, and 25 and shall be entitled to enforce such obligations as if a party hereto.

29. **Certain Excise Taxes**. Notwithstanding anything to the contrary in this Agreement, if Employee is a "disqualified individual" (as defined in Section 280G(e) of the Code), and the benefits provided for in this Agreement, together with any other payments and benefits which Employee has the right to receive from the Company and its affiliates, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the benefits provided for in this Agreement (beginning with any benefit to be paid in each hereunder) shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by Employee from the Company will be one dollar ($1.00) less than three times Employee's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by Employee shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to Employee (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The determination as to whether any such reduction in the amount of the benefits provided hereunder is necessary shall be made by the Compensation Committee in good faith and in consultation with tax and legal advisors of the Company. If a reduced payment or benefit is made and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company (or its affiliates) used in determining if a "parachute payment" exists, exceeds one dollar ($1.00) less than three times Employee's base amount, then Employee shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 29 shall require the Company to be responsible for, or have any liability or obligation with respect to, Employee's excise tax liabilities under Section 4999 of the Code.

30. **Severability**. If an arbitrator or court of competent jurisdiction determines that any provision of this Agreement (or portion thereof) is invalid or unenforceable, then the invalidity or unenforceability of that provision (or portion thereof) shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN **WITNESS WHEREOF"** Employee and the Company each have caused this Agreement to be executed and effective as of the Effective Date.

EMPLOYEE

/s/ Dale Lesback
Dale Lesback

COMPANY
By: /s/ Andrew Wright
Name: Andrew Wright
Title: Chief Administrative Officer

EXHIBIT A

PRIOR INVENTIONS

1. The following is a complete list of all Prior Inventions relevant to the subject matter of Employee's employment by the Company that have been made or conceived or first reduced to practice by Employee alone or jointly with others prior to Employee's employment with or affiliation with the Company or any other member of the Company Group:

Check appropriate space(s):

☐ None.

☐ See below:

☐ Due to confidentiality agreements with a prior employer, Employee cannot disclose certain Prior Inventions that would otherwise be included on the above-described list.

☐ Additional sheets attached.

2. Employee proposes to bring to Employee's employment the following devices, materials, and documents of a former employer or other person to whom Employee has an obligation of confidentiality that is not generally available to the public, which materials and documents may be used in Employee's employment pursuant to the express written authorization of Employee's former employer or such other person (a copy of which is attached to this Agreement):

Check appropriate space(s):

☐ None.

☐ See below:

-

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Additional sheets attached.

SEPARATION AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Separation Agreement and General Release of Claims (this " **Agreement**") is entered into as of May 17, 2023 by and between Alejandro Hernandez ("**Executive**") and Talen Energy Corporation, a Delaware limited liability Corporation (the "**Company**," and collectively with its direct and indirect subsidiaries, the "**Company Group**"). Executive and the Company Group are referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WHEREAS, Executive and the Company entered into an Employment Agreement, dated December 6, 2016, as amended on December 14, 2020 and November 1, 2021 (collectively, the "**Employment Agreement**"), pursuant to which Executive was employed most recently as Chief Executive Officer and President of the Company and certain subsidiaries of the Company;

WHEREAS, Executive served as a director on the Board of Directors of the Company and certain subsidiaries of the Company;

WHEREAS, Executive and Talen Energy Supply, LLC and its subsidiaries entered into: (i) a Talen Retention Bonus Award letter, dated November 4, 2021 (the "**Retention Bonus Award**"), (ii) an Amended and Restated Talen Retention Bonus Award letter, dated April 22, 2022 (the "**Amended Retention Bonus Award** "), and (iii) a Changes to Short-Term Incentive Program Awards letter, dated April 22, 2022 (the " **STI Award**") (collectively, with the Retention Bonus Award and Amended Retention Bonus Award, the " **Award Agreements**");

WHEREAS, Talen Energy Supply, LLC adopted a key employee incentive plan, as approved by the United States Bankruptcy Court for the Southern District of Texas pursuant to the *Order Approving Debtors' Key Employee Incentive Program,* entered on August 15, 2022 [Docket No. 1071] (the "**Key Employee Incentive Plan**"), pursuant to which Executive was granted certain KEIP Awards (as defined therein);

WHEREAS, pursuant to Section 7(b) of the Employment Agreement, the Company Group provided written notice to Executive, dated April 12, 2023, of Executive's termination without Cause from the Company Group;

WHEREAS, terms used and not defined herein have the meanings set forth in the Employment Agreement; and

WHEREAS, the Parties wish to enter into this Agreement to memorialize their agreement with respect to resolving all claims relating to, and arising from, Executive's employment and the termination without Cause of Executive's employment with the Company Group, effective May 17, 2023 (the "**Separation Date**").

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Separation from Employment. The Parties agree that Executive's employment with the Company Group ended on the Separation Date. As of the Separation Date, Executive: (i) no longer has an employment relationship with the Company Group or any other Company Party (as defined below); (ii) to the extent applicable, Executive is deemed to have been resigned from any other positions as an officer, director, or manager of the Company Group or, as applicable, any other Company Party; and (iii) no

longer serves on any committees of the Company Group or any Company Party. To the extent applicable, Executive agrees to execute any necessary documentation presented by the Company Group to effectuate all such resignations and/or removals from such offices and/or positions held by Executive. Executive agrees that, after the Separation Date, Executive shall not represent himself as being an employee, officer, principal, partner, agent, or representative of the Company Group for any purpose, and shall have no authority to enter into any agreements, incur any costs, or take any action that would otherwise bind the Company Group or any Company Parties on behalf of the Company Group.

2. **Accrued Benefits**. Regardless of whether or not Executive signs this Agreement, Executive will receive the following in accordance with Section 7(f)(i) of the Employment Agreement: (i) his accrued and unpaid Base Salary and accrued and unused vacation through the Separation Date; (ii) reimbursement of any unreimbursed expenses incurred through the Separation Date and substantiated in accordance with Section 5 of the Employment Agreement; and (iii) Executive's accrued and vested benefits under the terms of the applicable employee retirement, welfare, and fringe benefit plans and programs in which he is a participant immediately prior to the Separation Date, including but not limited to the Key Employee Incentive Plan (collectively, the "**Accrued Benefits**"). For the avoidance of doubt: (A) Executive's Second Bonus Installment (as defined in the Amended Retention Bonus Award) shall be deemed vested and not subject to clawback by the Company Group, (B) the STI Award is fully vested and not subject to clawback by the Company Group, and (C) Executive remains entitled to a pro-rata portion of the KEIP Award (or, if applicable, the full portion of the KEIP Award with respect to the Asset Sale Metric) for the current Performance Period in accordance with Section 5.2 of the Key Employee Incentive Plan. Executive acknowledges that he has already been paid by the Company his Annual Bonus for the prior Bonus Year (as such terms are defined in the Employment Agreement).

3. **Severance Payment and Benefits**. In consideration for and provided that Executive (i) timely executes and returns this Agreement, signed by him, in the manner described in Section 25 of this Agreement; (ii) does not exercise his revocation right, discussed in Section 9 of this Agreement; and (iii) abides by his commitments set forth in this Agreement, including but not limited to his continuing obligations under Sections 9, 10, 11, and 13 of the Employment Agreement, then Executive shall receive the following payments and benefits, less any payroll deductions required by law, which shall be in lieu of any other payments or benefits to which he otherwise might be entitled:

(a) Severance payments to Executive in a total amount equal to the sum of: (x) twelve (12) months' worth of Executive's Base Salary for the year of the Separation Date (equal to $1,261,750), and (y) Executive's Target Bonus for the Bonus Year in which termination occurs (equal to $2,523,500 for the year of 2023), which is to be paid in a single lump sum payment that is placed in escrow upon the Company's emergence from bankruptcy and to be paid on the Effective Date of this Agreement (as defined in Section 25 below), less any applicable withholdings and deductions; and

(b) If Executive elects to continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), and/or sections 601 through 608 of the Employee Retirement Income Security Act of 1974, as amended, the Company Group shall reimburse Executive for such coverage as specified in Section 7(f)(i) of the Employment Agreement (collectively, Sections 3(a) and (b) herein, the "**Severance Payment and Benefits**").

4. **Equity Interests**. In entering into this Agreement, Executive expressly acknowledges and agrees that:

(a) Immediately prior to the Separation Date, Executive held 117.767 Series B Units (the " **Raven Units**") in Raven Power Holdings LLC ("**Raven Power**"), a Delaware limited liability company, subject to the terms and conditions set forth in the Amended and Restated Limited Liability Corporation Agreement of Raven Power, dated October 28, 2013, as amended on April 1, 2014 (the " **Raven Power LLC Agreement** "), and the Raven Power Incentive Unit Award Agreement, dated September 22, 2017, as amended on December 5, 2017 (collectively, the " **Raven Power Incentive Unit Award Agreement**"). Executive acknowledges and agrees that 47.107 of the Series B Units in Raven Power issued to him pursuant to the Raven Power Incentive Unit Award Agreement remain unvested as of the Separation Date, and in accordance with the Raven Power Inventive Unit Award Agreement and the Raven Power LLC Agreement, all such unvested Series B Units in Raven Power (and all rights arising from such unvested Series B Units in Raven Power and from being a holder thereof) shall be forfeited to Raven Power without consideration on the Separation Date. Executive acknowledges and agrees this his vested Series B Units in Raven Power continue to be subject to the terms and conditions of the Raven Power LLC Agreement and the Raven Power Incentive Unit Award Agreement. All terms within this Section 4(a) that are not otherwise defined in this Agreement shall be defined as provided in the Raven Power Incentive Award Unit Agreement.

(b) Immediately prior to the Separation Date, Executive held 150,000 Series B-l Units (the " **Midco Units**") in Talen Midco LLC, a Delaware limited liability Corporation ("**Midco**"), subject to the terms and conditions set forth in the Amended and Restated Limited Liability Corporation Agreement of Midco, dated as of September 22, 2017 (the "**Midco LLC Agreement** "), and the Incentive Unit Award Agreement, dated September 22, 2017 (the "**B-l Midco Award Agreement** "). Executive acknowledges and agrees that 60,000 of the Series B-l Units in Midco issued to him pursuant to the B-l Midco Award Agreement remained unvested as of the Separation Date and, in accordance with the B-l Midco Award Agreement and the Midco LLC Agreement, all of such unvested Series B-l Units in Midco (and all rights arising from such unvested B-l Midco Incentive Units and from being a holder thereof) shall be forfeited to Midco without consideration on the Separation Date. Executive acknowledges and agrees this his vested Series B-l Units in Midco continue to be subject to the terms and conditions of the Midco LLC Agreement and the B-l Midco Award Agreement. All terms within this Section 4(b) that are not otherwise defined in this Agreement shall be defined as provided in the B-l Midco Award Agreement.

(c) Immediately prior to the Separation Date, Executive held 1,000,000 Class A Units (the **"Cumulus Units**") in Cumulus Digital Holdings LLC, a Delaware limited liability Corporation ("**Cumulus Holdings**"), subject to the terms and conditions set forth in the Second Amended and Restated Limited Liability Company Agreement of Cumulus Holdings, dated as of September 29, 2022 (the "**Cumulus Holdings LLC Agreement**"). Executive purchased the Cumulus Units in cash and such Cumulus Units shall remain the property of Executive following the Separation Date. Executive acknowledges and agrees that his Class A Units in Cumulus Holdings continue to be subject to the terms and conditions of the Cumulus Holdings LLC Agreement. All terms within this Section 4(c) that are not otherwise defined in this Agreement shall be defined as provided in the Cumulus Holdings LLC Agreement.

(d) Executive and the Company entered into a Make-Whole Bonus letter, dated September 22, 2017 (the " **Make-Whole Bonus**"). Executive acknowledges and agrees that any payments due or payable to him under the Make-Whole Bonus continue to be subject to the terms and conditions of the Make-Whole Bonus.

(e) Other than his vested Series B Units in Raven Power, his vested Series B-l Units in Midco, and his Cumulus Units, Executive does not hold (or have any rights to hold) any other interests in Raven Power, Midco, or any other Company Party (as defined in Section 6 below). Executive further acknowledges and agrees that, notwithstanding anything to the contrary in the Raven Power LLC Agreement, Raven Power Incentive Unit Award Agreement, Midco LLC Agreement, or the B-1 Midco Award Agreement, at any time following the Separation Date, Raven Power and Midco shall have the right (but not the obligation) to repurchase, in accordance with the applicable terms of the Raven Power Incentive Unit Award Agreement and B-l Midco Award Agreement, any or all of the vested Series B Units in Raven Power or the vested B-l Units in Midco.

(f) Executive represents that he has not assigned, transferred, alienated, encumbered, hypothecated, sold, delivered, mortgaged, pledged, or granted options or rights to purchase any of his vested Series B Units in Raven Power, his vested B-l Units in Midco, his Cumulus Units, his rights to payment under the Make-Whole Bonus, or any other Awarded Units (as defined in the Raven Power Incentive Award Unit Agreement, the B-l Midco Award Agreement, and the Make-Whole Bonus) and Executive will not do so. Executive further represents that Executive is the sole owner of his vested Series B Units in Raven Power, his vested B-l Units in Midco, and his Cumulus Units, subject to the terms and conditions of the Raven Power LLC Agreement, Raven Power Incentive Unit Award Agreement, Midco LLC Agreement, the B-l Midco Award Agreement, and the Cumulus Holdings LLC Agreement. Executive further agrees, covenants, and warrants that, in the event of Executive's death, all of the representations, releases, and covenants made and agreed to by Executive in this Section 4 shall be binding upon Executive's estate and heirs.

5. Satisfaction of All Leaves and Payment Amounts; Prior Rights and Obligations . In entering into this Agreement, Executive expressly acknowledges and agrees that Executive has received all leaves (paid and unpaid) to which Executive was entitled during Executive's employment with the Company Group and any other Company Party (as defined below) and Executive has received all wages, bonuses, and other compensation, been provided all benefits, been afforded all rights and been paid all sums that Executive is owed and has been owed by the Company Group and any other Company Party as of the date that Executive executes this Agreement (the "**Signing Date**"), including all payments arising out of all Award Agreements, the Employment Agreement, any incentive plans, and any other bonus arrangements, in each case (x) to the extent required under the various agreements that Executive entered into with the Company Group and any other Company Party and (y) subject to the payments and rights contemplated in Sections 2, 3 and 4 above. For the avoidance of doubt, Executive acknowledges and agrees that Executive had no right to any of the Severance Payment and Benefits described in Section 3 above (or any portions thereof) but for Executive's entry into this Agreement.

6. Release of Liability and Claims.

(a) In consideration of Executive's receipt of the Severance Payment and Benefits (and any portion thereof), Executive hereby forever releases, discharges, and acquits the Company Group, its affiliates, and each of the foregoing entities' respective past, present, and future subsidiaries, affiliates, stockholders, members, partners, directors, officers, managers, insurers, employees, agents, attorneys, heirs, predecessors, successors, and representatives in their personal and representative capacities, as well as all employee benefit plans maintained by any Company Party and all fiduciaries and administrators of any such plans, in their personal and representative capacities (collectively, the "**Company Parties**" or any one, individually, a "**Company Party**"), from liability for, and Executive hereby waives, any and all claims, damages, or causes of action of any kind related to Executive's employment with any Company Party, the termination of such employment, and any other acts or omissions related to any matter

occurring or existing on or prior to the Signing Date, including (i) any alleged violation through such date of: (A) any federal, state, or local anti-discrimination or anti-retaliation law, including the Age Discrimination in Employment Act of 1967, as amended (including as amended by the Older Workers Benefit Protection Act), Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, as amended, and Sections 1981 through 1988 of Title 42 of the United States Code, as amended; and the Americans with Disabilities Act of 1990, as amended, the Texas Labor Code (including the Texas Payday Law the Texas Anti-Retaliation Act, Chapter 21 of the Texas Labor Code, and the Texas Whistleblower Act), as amended; (B) the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"); (C) the Immigration Reform Control Act, as amended; (D) the Occupational Safety and Health Act, as amended; (E) the Family and Medical Leave Act of 1993; (F) any federal, state or local wage and hour law; (G) any other local, state or federal law, regulation or ordinance; or (H) any public policy, contract, tort, or common law claim or claim for fiduciary duty or breach thereof or claim for fraud or misrepresentation or fraud of any kind; (ii) any allegation for costs, fees, or other expenses including attorneys' fees incurred in, or with respect to, a Released Claim; (iii) any and all rights, benefits or claims Executive may have under any retention, change in control, bonus, or severance plan or policy of any Company Party or any retention, change in control, bonus, or severance-related agreement that Executive may have or have had with any Company Party other than the rights described herein; (iv) any and all rights, benefits, or claims Executive may have under any employment contract (including the Employment Agreement), the Award Agreements, any equity-based compensation plan or arrangement, any incentive compensation plan or other bonus arrangements, any limited liability company agreements, and any other agreement; and (v) any claim for compensation or benefits of any kind not expressly set forth in this Agreement (collectively, the "**Released Claims**"). In no event shall the Released Claims include (a) any claim that first arises after the Signing Date, (b) any claim or right Executive may have under this Agreement, under the Raven Power LLC Agreement, the Raven Power Incentive Unit Award Agreement, the B-l Midco Award Agreement, the Midco LLC Agreement, and/or the Cumulus Holdings LLC Agreement, (c) any claim for indemnification, including pursuant to the Indemnification Agreement entered into by the Parties on December 6, 2016, and any claim pursuant to directors and officers liability insurance, (d) any claim to vested benefits under an employee benefit plan governed by ERISA, (e) any claim under any equity award agreement (other than the Raven Power Incentive Unit Award Agreement and the B-l Midco Award Agreement), unitholders agreement, or other agreement respecting Executive's equity ownership in the Company or any other Company Party that survives the Separation Date, or (f) any claim to recovery to which Executive may be entitled pursuant to any applicable workers' compensation and unemployment insurance laws. This Agreement is not intended to indicate that any such claims exist or that, if they do exist, they are meritorious. Rather, Executive is simply agreeing that, in exchange for the consideration received by him pursuant to Section 3 above, any and all potential claims of this nature that Executive may have against the Company Parties, regardless of whether they actually exist, are expressly settled, compromised, and waived. THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE COMPANY PARTIES.

(b) Notwithstanding this release of liability, nothing in this Agreement prevents Executive from filing any non-legally waivable claim (including a challenge to the validity of this Agreement) with the Equal Employment Opportunity Commission, National Labor Relations Board, Occupational Safety and Health Administration, Securities and Exchange Commission, or other federal, state, or local governmental agency or commission or comparable state or local agency (collectively "**Governmental Agencies**" and each a "**Governmental Agency**"), reporting in good faith a possible violation of law to a Government Agency under such agency's applicable whistleblower program, or participating in or cooperating with any investigation or proceeding conducted by a Government Agency; however,

Executive understands and agrees that Executive is waiving any and all rights to recover any monetary or personal relief or recovery as a result of a Government Agency proceeding or subsequent legal actions.

7. **Representations**. Executive represents and warrants that, as of the date he signs this Agreement, Executive has not filed any claims, complaints, charges, or lawsuits against any of the Company Parties with any Governmental Agency or with any state or federal court or arbitrator for or with respect to a matter, claim, or incident that occurred or arose out of one or more occurrences that took place on or prior to the Signing Date. Executive further represents and warrants that Executive has made no assignment, sale, delivery, transfer, or conveyance of any rights Executive has asserted or may have against any of the Company Parties with respect to any Released Claim. The Company Group represents that it is not currently aware of any facts or circumstances that may constitute or otherwise form the basis for a Cause termination under the Employment Agreement.

8. **Executive's Acknowledgements**. By executing and delivering this Agreement, Executive expressly acknowledges that:

(a) Executive has carefully read this Agreement and has had sufficient time (and at least twenty-one (21) days) to consider this Agreement before the execution and delivery to the Company Group;

(b) Executive has been advised, and hereby is advised in writing, to discuss this Agreement with an attorney of Executive's choice and Executive has had adequate opportunity to do so prior to executing this Agreement;

(c) Executive fully understands the final and binding effect of this Agreement; the only promises made to Executive to sign this Agreement are those stated herein; and Executive is signing this Agreement knowingly, voluntarily, and of Executive's own free will, and that Executive understands and agrees to each of the terms of this Agreement;

(d) The only matters relied upon by Executive and causing Executive to sign this Agreement are the provisions set forth in writing within the four comers of this Agreement;

(e) Executive would not otherwise have been entitled to the Severance Payment and Benefits described in Section 3 above, or any portion thereof, but for Executive's agreement to be bound by the terms of this Agreement; and

(f) No Company Party has provided any tax or legal advice regarding this Agreement and Executive has had an adequate opportunity to receive sufficient tax and legal advice from advisors of Executive's own choosing such that Executive enters into this Agreement with full understanding of the tax and legal implications thereof.

9. **Revocation Right**. Notwithstanding the initial effectiveness of this Agreement upon the Signing Date, Executive may revoke the delivery (and therefore the effectiveness) of this Agreement within the seven (7) day period beginning on the date Executive executes this Agreement (such seven (7) day period being referred to herein as the "**Release Revocation Period**"). To be effective, such revocation must be in writing signed by Executive and must be received by Andrew Wright, General Counsel & Corporate Secretary, at the address (or e-mail address) set forth in Section 25 below, such that it is received by Mr. Wright no later than 11:59 p.m. Houston, Texas time, on the last day of the Release Revocation Period. In the event Executive exercises his revocation right as set forth herein, the

Agreement shall be null and void and Executive will not be entitled to receive the Severance Payment and Benefits set forth in Section 3 above.

10. **Third Party Beneficiaries**. Executive expressly acknowledges and agrees that each Company Party that is not a signatory to this Agreement shall be a third-party beneficiary of Executive's release of claims and representations in Sections 5-8 and 13 hereof.

11. **Severability**. Any term or provision of this Agreement (or part thereof) that renders such term or provision (or part thereof) or any other term or provision hereof (or part thereof) invalid or unenforceable in any respect shall be severable and shall be modified or severed to the extent necessary to avoid rendering such term or provision (or part thereof) invalid or unenforceable, and such modification or severance shall be accomplished in the manner that most nearly preserves the benefit of the bargain set forth in the Employment Agreement and hereunder.

12. **Withholding of Taxes and Other Deductions**. Executive acknowledges that the Company Group shall withhold from the Severance Payment and Benefits (referred to in Section 3) all federal, state, local, and other taxes and withholdings as may be required by any law or governmental regulation or ruling. Executive shall satisfy all of his tax obligations arising from his receipt of the payments and benefits set forth herein, and shall indemnify and hold harmless the Company Group and the other Company Parties for any costs, expenses or liabilities arising from his failure to do so.

13. **Return of Property**. Executive expressly represents and warrants that he has returned to the Company Group all property belonging to the Company Group or any other Company Party, including all computer files, electronically stored information, and other materials provided to him by the Company Group or any other Company Party in the course of Executive's employment with the Company and Executive further represents and warrants that Executive has not maintained a copy of any such materials in any form.

14. **Further Assurances**. By signing this Agreement, Executive expressly acknowledges the enforceability, and continued effectiveness of Sections 9 (relating to the confidentiality and non-disclosure of Confidential Information), 10 (relating to Executive's noncompetition and non-solicitation covenants), 11 (relating to the ownership of intellectual property), and 13 (relating to Executive's cooperation with the Company Group after the Separation Date in connection with any defense of claims against the Company Group) of the Employment Agreement and promises to abide by those terms of the Employment Agreement. Executive acknowledges and understands that his receipt of the Severance Payment and Benefits set forth in Section 3 above is conditioned on Executive's continuing compliance with the commitments contained in the Employment Agreement.

15. **Permitted Reporting**. Nothing in this Agreement shall affect Executive's rights to engage in activity protected by Section 7 of the National Labor Relations Act, and notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any Governmental Agency regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Executive from any such Governmental Agency so long as Executive timely provides notice to the Company Group of such inquiry or legal process and provides the Company Group with the opportunity to seek relief that would prevent or limit such disclosure (and so long as Executive only discloses the minimum amount of information as required to be disclosed by such inquiry or legal process, after giving effect to the Company Group's efforts to prevent or limit such disclosure); (iii) testifying, participating, or otherwise assisting in any

action or proceeding by any such Governmental Agency relating to a possible violation of law, or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (y) solely for the purpose of reporting or investigating a suspected violation of law; (2) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (3) is made in a complaint or other document filed in a law suit or proceeding, if such filing is made under seal.

16. **Non-Disparagement**. Executive agrees to refrain from, directly or indirectly, making any statements, whether or not such statement legally constitutes libel or slander in any form (or permitting any statements to be reported as being attributed to him), including but not limited to on social media, the Internet, or any other medium, that are critical, disparaging, or derogatory about, or which injure or reasonably could injure the reputation of, the Company Group or any other Company Party. Nothing in this Section 16 will prevent Executive from making any statements required by law or compelled by legal process, and nothing herein shall affect Executive's rights to engage in activity protected by Section 7 of the National Labor Relations Act. The Company Group agrees to provide a verbal instruction to members of the Company's Board of Directors and Executive's direct reports at the time of the Separation Date, as of the Effective Date of this Agreement (as defined in Section 25 below), not to directly or indirectly make any statements, whether or not such statement legally constitutes libel or slander, in any form (or permitting any statements to be reported as being attributed to him), including but not limited to on social media, the Internet, or any other medium, that are critical, disparaging or derogatory about, or which injure or reasonably could injure the reputation of Executive.

17. **No Admission of Wrongdoing**. Neither by offering to make nor by entering into this Agreement, does the Company Group, its subsidiaries, or affiliated entities, any Company Party, or Executive admit any liability, wrongdoing, failure of performance, or violation of any law, statute, regulation, or policy, and it is expressly understood and agreed that this Agreement is being entered into solely for the purpose of resolving all matters of any kind whatsoever concerning the Executive's employment and the separation of the Executive's employment from the Company Group.

18. **Entire Agreement**. This Agreement, the Raven Power LLC Agreement, the Midco LLC Agreement, the Cumulus Holdings LLC Agreement, the Raven Power Incentive Award Unit Agreement, the B-l Midco Award Agreement, the Award Agreements, the Employment Agreement, and the Key Employee Incentive Plan and KEIP Awards thereunder constitute the entire agreement between the Parties with respect to the matters herein provided. No modifications or waiver of any provision hereof shall be effective unless in writing and signed by each Party.

19. **Governing Law; Dispute Resolution**. The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflicts of law. Any dispute arising out of, or relating to, this Agreement shall be resolved in accordance with Section 12 of the Employment Agreement; *provided*, *however*, that any dispute arising out of, or relating to, Section 4 of this Agreement shall be governed by the applicable dispute resolution procedures set forth in the Raven Power Incentive Unit Award Agreement, the Raven Power LLC Agreement, the B-l Midco Award Agreement, the Midco LLC Agreement, and/or the Cumulus Holdings LLC Agreement.

20. **Headings; Interpretation**. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions hereof. Unless the context requires otherwise, all references herein to laws, regulations, contracts, agreements, instruments, and other documents shall be deemed to refer to such laws, regulations, agreements, instruments, and other documents as they may be amended, supplemented, modified, and restated from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. The word "or" as used herein is not exclusive and is deemed to have the meaning "and/or." The words "herein", "hereof", "hereunder", and other compounds of the word "here" shall refer to the entire Agreement, including all exhibits, and not to any particular provision hereof. The use herein of the word "including" following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any Party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the Parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties.

21. **Assignment; Successors**. Except as provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by and against Executive, each Company Party and their respective successors, permitted assigns and representatives, as the case may be (including subsequent holders of the vested Series B Units in Raven Power, the vested B-l Units in Midco and the Cumulus Units); provided, however, that the Company Group has the right to assign this Agreement, including to any successor, but Executive does not.

22. **No Waiver**. No failure by any Party at any time to give notice of any breach by the other Party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

23. **Counterparts**. This Agreement may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement.

24. **Section 409A**. This Agreement and the payments provided hereunder are intended to comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986 and the Treasury regulations and interpretive guidance issued thereunder (collectively, "**Section 409A**"), and this Agreement shall be construed and administered in accordance with such intent. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Notwithstanding the foregoing, the Company Group makes no representations that this Agreement or the payments provided under this Agreement complies with or is exempt from the requirements of Section 409A and in no event shall the Company Group or any other Company Party be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

25. **Consideration and Revocation Period**. Executive may take up to twenty-one (21) days from the date upon which the Company Group delivers this Agreement to the Executive to consider, sign, and return this Agreement to the Company Group, care of Andrew Wright, General Counsel &

Corporate Secretary, at 1780 Hughes Landing Blvd., Suite 800, The Woodlands, TX (e-mail:). In addition, Executive may revoke the Agreement after signing it within seven (7) days of signing this Agreement, as further discussed in Section 9 of this Agreement. This Agreement shall become effective on the eighth day after Executive signs and returns it, without having revoked the Agreement during that period (the "**Effective Date**"). In the event that Executive does not sign this Agreement within twenty-one (21) days of the Separation Date, this Agreement will be null and void and Executive will not be entitled to receive the Severance Payment and Benefits referred to in Section 3.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) set forth below with the intent to be legally bound.

ALEJANDRO HERNANDEZ

/s/ Alejandro Hernandez
Alejandro Hernandez

TALEN ENERGY CORPORATION

By: /s/ Andrew Wright
Name: Andrew Wright
General Counsel & Corporate Secretary

SEPARATION AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Separation Agreement and General Release of Claims (this "**Agreement**") is entered into as of July 7, 2023 by and between John Chesser ("**Executive**") and Talen Energy Corporation, a Delaware limited liability Corporation (the "**Company**," and collectively with its direct and indirect subsidiaries, the "**Company Group**"). Executive and the Company Group are referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WHEREAS, Executive and the Company entered into an employment offer letter, dated January 9, 2017, as amended on November 4, 2021 and April 23, 2022 (collectively, the "**Offer Letter**"), pursuant to which Executive was employed most recently as Chief Financial Officer of the Company and certain subsidiaries of the Company;

WHEREAS, Executive and the Company entered into a Non-Competition, Non-Solicitation and Confidentiality Agreement, dated December 14, 2017 (the "**Non-Competition Agreement**");

WHEREAS, Executive is serving as a director or manager on the Board of Directors/Managers of certain subsidiaries of the Company;

WHEREAS, Talen Energy Supply, LLC adopted a key employee incentive plan, as approved by the United States Bankruptcy Court for the Southern District of Texas pursuant to the *Order Approving Debtors' Key Employee Incentive Program,* entered on August 15, 2022 [Docket No. 1071] (the "**Key Employee Incentive Plan**"), pursuant to which Executive was granted certain KEIP Awards (as defined therein);

WHEREAS, Executive and Talen Energy Supply, LLC and its subsidiaries entered into: (i) a Talen Retention Bonus Award letter, dated November 4, 2021 (the "**Retention Bonus Award** "), (ii) an Amended and Restated Talen Retention Bonus Award letter, dated April 22, 2022 (the "**Amended Retention Bonus Award** "), and (iii) a Changes to Short Term Incentive Program Awards letter, dated April 22, 2022 (the "**STI Award** ") (collectively, with the Retention Bonus Award and Amended Retention Bonus Award, the "**Award Agreements**");

WHEREAS, terms used and not defined herein have the meanings set forth in the Offer Letter; and

WHEREAS, the Parties wish to enter into this Agreement to memorialize their agreement with respect to resolving all claims relating to, and arising from, Executive's employment and the termination without Cause of Executive's employment with the Company Group, effective July 7, 2023 (the "**Separation Date**").

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1 . Separation from Employment. The Parties agree that Executive's employment with the Company Group was terminated by the Company without Cause, effective as of the

Separation Date. As of the Separation Date, Executive: (i) no longer has an employment relationship with the Company Group or any other Company Party (as defined below); (ii) to the extent applicable, Executive is deemed to have been resigned from any other positions as an officer, director, or manager of the Company Group or, as applicable, any other Company Party; and (iii) no longer serves on any committees of the Company Group or any Company Party. To the extent applicable, Executive agrees to execute any necessary documentation presented by the Company Group to effectuate all such resignations and/or removals from such offices and/or positions held by Executive. Executive agrees that, after the Separation Date, Executive shall not represent himself as being an employee, officer, principal, partner, agent, or representative of the Company Group for any purpose, and shall have no authority to enter into any agreements, incur any costs, or take any action that would otherwise bind the Company Group or any Company Parties on behalf of the Company Group.

2. **Accrued Benefits**. Regardless of whether or not Executive signs this Agreement, Executive will receive the following: (i) his accrued and unpaid Base Salary and accrued and unused vacation through the Separation Date; (ii) reimbursement of any unreimbursed and substantiated expenses incurred through the Separation Date; and (iii) Executive's accrued and vested benefits under the terms of the applicable employee retirement, welfare, and fringe benefit plans and programs in which he is a participant immediately prior to the Separation Date, including but not limited to the Key Employee Incentive Plan (collectively, the "**Accrued Benefits**"). The Company will pay Executive's reasonable professional fees and expenses incurred to negotiate and prepare this Agreement. For the avoidance of doubt, (A) Executive's Second Bonus Installment (as defined in the Amended Retention Bonus Award) shall be deemed vested and not subject to clawback by the Company Group, (B) the STI Award is fully vested and not subject to clawback by the Company Group, and (C) Executive remains entitled to a pro-rata portion of the KEIP Award (or, if applicable, the full portion of the KEIP Award with respect to the Asset Sale Metric) for the second quarter 2023 Performance Period in accordance with Section 5.2 of the Key Employee Incentive Plan.

3. **Severance Payment and Benefits**. In consideration for and provided that Executive (i) timely executes and returns this Agreement, signed by him, in the manner described in Section 26 of this Agreement; (ii) does not exercise his revocation right, discussed in Section 9 of this Agreement; and (iii) abides by his commitments set forth in this Agreement, including but not limited to his continuing obligations under Sections 1, 2 and 3 of the Non-Competition Agreement, then Executive shall receive the following payments and benefits, less any payroll deductions required by law, which shall be in lieu of any other payments or benefits to which he otherwise might be entitled:

(a) Severance payments to Executive in a total amount equal to the sum of: (x) twelve (12) months' worth of Executive's Base Salary for the year of the Separation Date (equal to $529,162.50), (y) Executive's Target Bonus for the Bonus Year in which termination occurs (equal to $529,162.50 for the year of 2023), and (z) $15,000 for financial advisory services, which is to be paid in a single lump sum payment that is to be paid on the Effective Date of this Agreement (as defined in Section 26 below), less any applicable withholdings and deductions;

(b) In consideration of Executive substantial contributions to the Company, a special cash bonus in the lump sum amount of $100,000.00, to be paid on the Effective Date, less any applicable withholdings and deductions; and

(c) If Executive elects to continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), and/or sections 601 through 608 of the Employee Retirement Income Security Act of 1974, as amended, the Company Group shall reimburse Executive for 12 months of such coverage as specified in the Offer Letter (collectively, Sections 3(a)-(c) herein, the "**Severance Payment and Benefits**").

4. [Reserved]

5. Satisfaction of All Leaves and Payment Amounts; Prior Rights and Obligations. In entering into this Agreement, Executive expressly acknowledges and agrees that Executive has received all leaves (paid and unpaid) to which Executive was entitled during Executive's employment with the Company Group and any other Company Party (as defined below) and Executive has received all wages, bonuses, and other compensation, been provided all benefits, been afforded all rights and been paid all sums that Executive is owed and has been owed by the Company Group and any other Company Party as of the date that Executive executes this Agreement (the "**Signing Date**"), including all payments arising out of all Award Agreements, the Offer Letter, any incentive plans, and any other bonus arrangements, in each case (x) to the extent required under the various agreements that Executive entered into with the Company Group and any other Company Party and (y) subject to the payments and rights contemplated in Sections 2 and 3 above. For the avoidance of doubt, Executive acknowledges and agrees that Executive had no right to any of the Severance Payment and Benefits described in Section 3 above (or any portions thereof) but for Executive's entry into this Agreement.

6. Release of Liability and Claims.

(a) In consideration of Executive's receipt of the Severance Payment and Benefits (and any portion thereof), Executive hereby forever releases, discharges, and acquits the Company Group, its affiliates, and each of the foregoing entities' respective past, present, and future subsidiaries, affiliates, stockholders, members, partners, directors, officers, managers, insurers, employees, agents, attorneys, heirs, predecessors, successors, and representatives in their personal and representative capacities, as well as all employee benefit plans maintained by any Company Party and all fiduciaries and administrators of any such plans, in their personal and representative capacities (collectively, the "**Company Parties**" or any one, individually, a "**Company Party**"), from liability for, and Executive hereby waives, any and all claims, damages, or causes of action of any kind related to Executive's employment with any Company Party, the termination of such employment, and any other acts or omissions related to any matter occurring or existing on or prior to the Signing Date, including (i) any alleged violation through such date of: (A) any federal, state, or local anti-discrimination or anti-retaliation law, including the Age Discrimination in Employment Act of 1967, as amended (including as amended by the Older Workers Benefit Protection Act), Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, as amended, and Sections 1981 through 1988 of Title 42 of the United States Code, as amended; and the Americans with Disabilities Act of 1990, as amended,

the Texas Labor Code (including the Texas Payday Law the Texas Anti-Retaliation Act, Chapter 21 of the Texas Labor Code, and the Texas Whistleblower Act), as amended; (B) the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"); (C) the Immigration Reform Control Act, as amended; (D) the Occupational Safety and Health Act, as amended; (E) the Family and Medical Leave Act of 1993; (F) any federal, state or local wage and hour law; (G) any other local, state or federal law, regulation or ordinance; or (H) any public policy, contract, tort, or common law claim or claim for fiduciary duty or breach thereof or claim for fraud or misrepresentation or fraud of any kind; (ii) any allegation for costs, fees, or other expenses including attorneys' fees incurred in, or with respect to, a Released Claim; (iii) any and all rights, benefits or claims Executive may have under any retention, change in control, bonus, or severance plan or policy of any Company Party or any retention, change in control, bonus, or severance-related agreement that Executive may have or have had with any Company Party other than the rights described herein; (iv) any and all rights, benefits, or claims Executive may have under any employment contract (including the Offer Letter), any equity-based compensation plan or arrangement, any incentive compensation plan or other bonus arrangements, any limited liability company agreements, and any other agreement; and (v) any claim for compensation or benefits of any kind not expressly set forth in this Agreement (collectively, the "**Released Claims**"). In no event shall the Released Claims include

(a) any claim that first arises after the Signing Date, (b) any claim or right Executive may have under this Agreement, (c) any claim for indemnification, including pursuant to the Indemnification Agreement entered into by the Parties on May 17, 2023 (the "**Indemnification Agreement**"), and any claim pursuant to directors and officers liability insurance, (d) any claim to vested benefits under an employee benefit plan governed by ERISA, or (e) any claim to recovery to which Executive may be entitled pursuant to any applicable workers' compensation and unemployment insurance laws. This Agreement is not intended to indicate that any such claims exist or that, if they do exist, they are meritorious. Rather, Executive is simply agreeing that, in exchange for the consideration received by him pursuant to Section 3 above, any and all potential claims of this nature that Executive may have against the Company Parties, regardless of whether they actually exist, are expressly settled, compromised, and waived. THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE COMPANY PARTIES.

(b) Notwithstanding this release of liability, nothing in this Agreement prevents Executive from filing any non-legally waivable claim (including a challenge to the validity of this Agreement) with the Equal Employment Opportunity Commission, National Labor Relations Board, Occupational Safety and Health Administration, Securities and Exchange Commission, or other federal, state, or local governmental agency or commission or comparable state or local agency (collectively "**Governmental Agencies**" and each a "**Governmental Agency**"), reporting in good faith a possible violation of law to a Government Agency under such agency's applicable whistleblower program, or participating in or cooperating with any investigation or proceeding conducted by a Government Agency; however, Executive understands and agrees that Executive is waiving any and all rights to recover any monetary or

personal relief or recovery as a result of a Government Agency proceeding or subsequent legal actions.

7. **Representations**. Executive represents and warrants that, as of the date he signs this Agreement, Executive has not filed any claims, complaints, charges, or lawsuits against any of the Company Parties with any Governmental Agency or with any state or federal court or arbitrator for or with respect to a matter, claim, or incident that occurred or arose out of one or more occurrences that took place on or prior to the Signing Date. Executive further represents and warrants that Executive has made no assignment, sale, delivery, transfer, or conveyance of any rights Executive has asserted or may have against any of the Company Parties with respect to any Released Claim. The Company Group represents that it is not currently aware of any facts or circumstances that may constitute or otherwise form the basis for a Cause termination under the Offer Letter.

8. **Executive's Acknowledgements**. By executing and delivering this Agreement, Executive expressly acknowledges that:

(a) Executive has carefully read this Agreement and has had sufficient time (and at least twenty-one (21) days) to consider this Agreement before the execution and delivery to the Company Group;

(b) Executive has been advised, and hereby is advised in writing, to discuss this Agreement with an attorney of Executive's choice and Executive has had adequate opportunity to do so prior to executing this Agreement;

(c) Executive fully understands the final and binding effect of this Agreement; the only promises made to Executive to sign this Agreement are those stated herein; and Executive is signing this Agreement knowingly, voluntarily, and of Executive's own free will, and that Executive understands and agrees to each of the terms of this Agreement;

(d) The only matters relied upon by Executive and causing Executive to sign this Agreement are the provisions set forth in writing within the four corners of this Agreement;

(e) Executive would not otherwise have been entitled to the Severance Payment and Benefits described in Section 3 above, or any portion thereof, but for Executive's agreement to be bound by the terms of this Agreement; and

(f) No Company Party has provided any tax or legal advice regarding this Agreement and Executive has had an adequate opportunity to receive sufficient tax and legal advice from advisors of Executive's own choosing such that Executive enters into this Agreement with full understanding of the tax and legal implications thereof.

9. **Revocation Right**. Notwithstanding the initial effectiveness of this Agreement upon the Signing Date, Executive may revoke the delivery (and therefore the effectiveness) of this Agreement within the seven (7) day period beginning on the date Executive executes this Agreement (such seven (7) day period being referred to herein as the "**Release Revocation Period**"). To be effective, such revocation must be in writing signed by Executive and must be

received by Andrew Wright, Chief Administrative Officer, at the address (or e-mail address) set forth in Section 26 below, such that it is received by Mr. Wright no later than 11:59 p.m. Houston, Texas time, on the last day of the Release Revocation Period. In the event Executive exercises his revocation right as set forth herein, the Agreement shall be null and void and Executive will not be entitled to receive the Severance Payment and Benefits set forth in Section 3 above.

10. **Third Party Beneficiaries**. Executive expressly acknowledges and agrees that each Company Party that is not a signatory to this Agreement shall be a third-party beneficiary of Executive's release of claims and representations in this Agreement.

11. **Severability**. Any term or provision of this Agreement (or part thereof) that renders such term or provision (or part thereof) or any other term or provision hereof (or part thereof) invalid or unenforceable in any respect shall be severable and shall be modified or severed to the extent necessary to avoid rendering such term or provision (or part thereof) invalid or unenforceable, and such modification or severance shall be accomplished in the manner that most nearly preserves the benefit of the bargain set forth in the Offer Letter and hereunder.

12. **Withholding of Taxes and Other Deductions**. Executive acknowledges that the Company Group shall withhold from the Severance Payment and Benefits (referred to in Section 3) all federal, state, local, and other taxes and withholdings as may be required by any law or governmental regulation or ruling. Executive shall satisfy all of his tax obligations arising from his receipt of the payments and benefits set forth herein, and shall indemnify and hold harmless the Company Group and the other Company Parties for any costs, expenses or liabilities arising from his failure to do so.

13. **Return of Property**. Executive expressly represents and warrants that he has returned to the Company Group all property belonging to the Company Group or any other Company Party, including all computer files, electronically stored information, and other materials provided to him by the Company Group or any other Company Party in the course of Executive's employment with the Company and Executive further represents and warrants that Executive has not maintained a copy of any such materials in any form.

14. **Further Assurances**. By signing this Agreement, Executive expressly acknowledges the enforceability, and continued effectiveness of Sections 1 (relating to the confidentiality and non-disclosure of Confidential Information), 2 (relating to Executive's noncompetition and non-solicitation covenants) and 3 (relating to the ownership of intellectual property) of the Non-Competition Agreement and promises to abide by those terms of the NonCompetition Agreement. Executive acknowledges and understands that his receipt of the Severance Payment and Benefits set forth in Section 3 above is conditioned on Executive's continuing compliance with the commitments contained in the Non-Competition Agreement.

15. **Permitted Reporting**. Nothing in this Agreement shall affect Executive's rights to engage in activity protected by Section 7 of the National Labor Relations Act, and notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict Executive from lawfully (i) initiating communications directly with, cooperating with, providing

information to, causing information to be provided to, or otherwise assisting in an investigation by, any Governmental Agency regarding a possible violation of any law; (ii) responding to any inquiry or legal process directed to Executive from any such Governmental Agency so long as Executive timely provides notice to the Company Group of such inquiry or legal process and provides the Company Group with the opportunity to seek relief that would prevent or limit such disclosure (and so long as Executive only discloses the minimum amount of information as required to be disclosed by such inquiry or legal process, after giving effect to the Company Group's efforts to prevent or limit such disclosure); (iii) testifying, participating, or otherwise assisting in any action or proceeding by any such Governmental Agency relating to a possible violation of law, or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (y) solely for the purpose of reporting or investigating a suspected violation of law; (2) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (3) is made in a complaint or other document filed in a law suit or proceeding, if such filing is made under seal.

16. **Non-Disparagement**. Executive agrees to refrain from, directly or indirectly, making any statements, whether or not such statement legally constitutes libel or slander in any form (or permitting any statements to be reported as being attributed to him), including but not limited to on social media, the Internet, or any other medium, that are critical, disparaging, or derogatory about, or which injure or reasonably could injure the reputation of, the Company Group or any other Company Party. Nothing in this Section 16 will prevent Executive from making any statements required by law or compelled by legal process, and nothing herein shall affect Executive's rights to engage in activity protected by Section 7 of the National Labor Relations Act. The Company Group agrees to provide a verbal instruction to members of the Company's Board of Directors and Executive's direct reports at the time of the Separation Date, as of the Effective Date of this Agreement (as defined in Section 26 below), not to directly or indirectly make any statements, whether or not such statement legally constitutes libel or slander, in any form (or permitting any statements to be reported as being attributed to him), including but not limited to on social media, the Internet, or any other medium, that are critical, disparaging or derogatory about, or which injure or reasonably could injure the reputation of Executive.

17. **Cooperation**.

(a) Executive agrees that he shall, in good faith, provide full and continued cooperation to the Company, its directors, officers, agents, partners, employees, and/or legal counsel, as necessary or appropriate, including, without limitation: (i) to respond truthfully to any inquiries that may arise with respect to matters that Executive was responsible for or involved with during his employment with the Company, including but not limited to assisting the Company with any reasonably requested transition-related Company business with respect to matters that Executive was responsible for or involved with during Executive's employment with the Company; (ii) to

furnish to the Company, as reasonably requested by the Company, from time to time, Executive's honest and good faith advice, assistance, support, information, judgment and knowledge with respect to matters that Executive was responsible for or involved with during Executive's employment with the Company; (iii) to cooperate with the Company in connection with any defense, prosecution, filings, investigations, or proceedings or other legal matters in which Executive may be involved as a party and/or relevant witness and/or possess or may possess relevant information; and (iv) to cooperate with the Company in connection with any and all legal matters relating to the Company and its past and present employees, managers, directors, officers, administrators, agents, and attorneys in which Executive may be called as an involuntary witness, affiant or declarant (including, but not limited to, by subpoena or other compulsory process served by any third-party), including, without limitation, by providing the Company written notice of such subpoena or other compulsory process served on Executive within forty-eight (48) hours of service. The Company agrees to reimburse Executive for reasonable expenses incurred by Executive in connection with cooperation provided pursuant to this Section 17, provided such expenses are pre-approved in writing by the Company and consistent with operative Company policies and practices pertaining to reimbursement of expenses. The Company also agrees to pay Executive for his time reasonably incurred cooperating with the Company pursuant to this Section 17 at an hourly rate determined by dividing his annual base salary immediately prior to the Separation Date, by 52, and then further by 40. Any such cooperation pursuant to this Section 17 will also take into account Executive's professional commitments and scheduling to the extent reasonably practicable.

(b) Executive acknowledges and agrees that Executive's cooperation under this Section 17 with respect to any current or future legal or threatened legal action or proceeding or other matter pertaining to, arising out of, or relating to Executive's employment with the Company, including any and all written or oral communications with Company's counsel regarding the same, will be treated and maintained as strictly confidential, and as privileged under the attorney-client privilege and, with respect to any work performed at the direction of counsel, the attorney work product doctrine.

(c) In connection with the matters described in this Section 17, Executive agrees to truthfully communicate and be represented by, and provide requested information to the Company's legal counsel, to fully cooperate and work in good faith with such legal counsel with respect to, and in preparation for, any response to a subpoena or other compulsory process served upon you, any depositions, interviews, written or oral responses, appearances or other legal matters or proceedings, and to testify truthfully and honestly with respect to any such matters.

18. **No Admission of Wrongdoing**. Neither by offering to make nor by entering into this Agreement, does the Company Group, its subsidiaries, or affiliated entities, any Company Party, or Executive admit any liability, wrongdoing, failure of performance, or violation of any law, statute, regulation, or policy, and it is expressly understood and agreed that this Agreement is being entered into solely for the purpose of resolving all matters of any kind whatsoever concerning the Executive's employment and the separation of the Executive's employment from the Company Group.

19. **Entire Agreement**. This Agreement, the Offer Letter, the Indemnification Agreement, the Award Agreements, the Non-Competition Agreement, and the Key Employee Incentive Plan and KEIP Awards thereunder constitute the entire agreement between the Parties with respect to the matters herein provided. No modifications or waiver of any provision hereof shall be effective unless in writing and signed by each Party.

20. **Governing Law; Dispute Resolution**. The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflicts of law. Any dispute arising out of, or relating to, this Agreement shall be resolved in accordance with Sections 10 and 12 of the NonCompetition Agreement, which sections are hereby incorporated by reference; *provided, however,* that for the avoidance of doubt, for any disputes arising out of or relating to this Agreement or of the Non-Competition Agreement, Executive acknowledges and agrees that the Company shall, in addition to any other remedies available to the Company at law or in equity, be entitled to seek specific performance and injunctive or other equitable relief in a federal or state court in Texas, without the necessity of posting a bond or proving actual damages.

21. **Headings; Interpretation**. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define, or otherwise affect the provisions hereof. Unless the context requires otherwise, all references herein to laws, regulations, contracts, agreements, instruments, and other documents shall be deemed to refer to such laws, regulations, agreements, instruments, and other documents as they may be amended, supplemented, modified, and restated from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. The word "or" as used herein is not exclusive and is deemed to have the meaning "and/or." The words "herein", "hereof", "hereunder", and other compounds of the word "here" shall refer to the entire Agreement, including all exhibits, and not to any particular provision hereof. The use herein of the word "including" following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any Party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the Parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties.

22. **Assignment; Successors**. Except as provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by and against Executive, each Company Party and their respective successors, heirs, executors, permitted assigns and representatives, as the case may be; provided, however, that the Company Group has the right to assign this Agreement, including to any successor, but Executive does not.

23. **No Waiver**. No failure by any Party at any time to give notice of any breach by the other Party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

24. **Counterparts**. This Agreement may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement.

25. **Section 409A**. This Agreement and the payments provided hereunder are intended to comply with or be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986 and the Treasury regulations and interpretive guidance issued thereunder (collectively, "**Section 409A**"), and this Agreement shall be construed and administered in accordance with such intent. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Notwithstanding the foregoing, the Company Group makes no representations that this Agreement or the payments provided under this Agreement complies with or is exempt from the requirements of Section 409A and in no event shall the Company Group or any other Company Party be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

26. **Consideration and Revocation Period**. Executive may take up to twenty-one (21) days from the date upon which the Company Group delivers this Agreement to the Executive to consider, sign, and return this Agreement to the Company Group, care of Andrew Wright, Chief Administrative Officer, at 1780 Hughes Landing Blvd., Suite 800, The Woodlands, TX (e-mail: andrew.wright@talenenergy.com). In addition, Executive may revoke the Agreement after signing it within seven (7) days of signing this Agreement, as further discussed in Section 9 of this Agreement. This Agreement shall become effective on the eighth day after Executive signs and returns it, without having revoked the Agreement during that period (the "**Effective Date**"). In the event that Executive does not sign this Agreement within twenty-one (21) days of the Separation Date, this Agreement will be null and void and Executive will not be entitled to receive the Severance Payment and Benefits referred to in Section 3.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) set forth below with the intent to be legally bound.

JOHN CHESSER

/s/ John Chesser

John Chesser

TALEN ENERGY CORPORATION

By: /s/ Andrew Wright

Name: Andrew Wright

Title: Chief Administrative Officer

PURCHASE AGREEMENT

Data Center Campus
Berwick, PA

THIS PURCHASE AGREEMENT (this "**Agreement**") is entered into as of March ___, 2024 (the "**Effective Date**") between Buyer and Seller (both of whom may be referred to as a "**party**" or "**parties**").

CERTAIN AGREEMENT DETAILS AND DEFINITIONS

Buyer:	Amazon Data Services, Inc.
Seller:	Cumulus Data LLC and Cumulus Real Estate Holdings LLC
Title Company:	Thomas Szopinski Commercial Title Officer Fidelity National Title National Commercial Services 4400 MacArthur Blvd., Suite 200 Newport Beach, CA 92660 (949) 622-4940 Direct Thomas.Szopinski@fnf.com
Escrow Holder:	Nathan Thompson VP, Senior National Commercial Escrow Officer Fidelity National Title National Commercial Services 4400 MacArthur Blvd., Suite 200 Newport Beach, CA 92660 (949) 221-4733 Direct (866) 453-3024 Fax nathan.thompson@fnf.com
Land:	Real property located in Berwick, Luzerne County, Pennsylvania, described in **Exhibit A** and depicted in **Exhibit B**.
Property:	All of Seller's right, title and interest in and to (i) the Land, (ii) all improvements including all buildings, appurtenant improvements and fixtures located on the Land (the "**Improvements**"), (iii) all rights or easements benefitting the Land (the "**Easements**" and together with the Land and Improvements, collectively, the "**Real Property**"), (iv) the Assigned Contracts; (v) the Seller Permits; and (vi) the Conveyed Personal Property.
Survey:	2021 ALTA / NSPS land title survey, dated February 16, 2024, prepared by Pennoni Associates Inc., Order No. WSPSA23008.

Purchase Price:	$650,000,000, to be paid by Buyer to Escrow Holder at Closing. Such amount shall be held and distributed by Escrow Holder in accordance with that certain escrow agreement entered into by and between Buyer, Seller and Escrow Holder dated as of even date herewith (the "**Escrow Agreement**") and **Schedule 1 – Rezoning Requirement Escrow Account** attached hereto and made a part hereof. The provisions of Schedule 1 will survive the Closing. The parties agree that NINETY MILLION DOLLARS ($90,000,000) of the Purchase Price will be allocated to the Real Property.
Deposit:	None
Assigned Contracts:	The contracts listed on **Exhibit C**.
Ground Lease:	That certain Ground Lease made by and between Talen Nuclear Development LLC, as Lessor ("**Original Lessor**"), and Nautilus Cryptomine LLC ("**Nautilus**"), as Lessee, dated May 13, 2021, as assigned by Original Lessor to Seller pursuant to that certain Assignment, Assumption and Release Agreement dated June 21, 2021, as amended by that certain Amendment No. 1 to Ground Lease & Confirmation of Commencement Date dated December 28, 2022, and that certain letter agreement from Seller to Nautilus dated February 14, 2023 (as amended and assigned, the "**Ground Lease**").
Conveyed Personal Property	The personal property listed or described on **Exhibit J**.
Seller Permits:	The permits and other approvals issued by governmental authorities listed on **Exhibit L**.
Due Diligence Period:	☐ Yes - if "yes", then: ☒ No
Title Review Period:	☐ Yes - if "yes", then: ☒ No - if "no", then **Section 4** (Title) is hereby deleted.

Title Policy to be Obtained by Buyer:	☒ Yes - if "yes", then: **"Title Policy"** means an ALTA Title Policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Land (and any improvements thereon) in Buyer, subject only to the Permitted Exceptions and including all endorsements reasonably required by Buyer. **"Permitted Exceptions"** means the lien of any real estate taxes or assessments not yet due, provided the same are prorated in accordance with this Agreement, and matters set forth on that certain owner's proforma title policy no. PHI232536 issued by the Title Company attached hereto as Schedule 2 and the Survey that are not Existing Liens, and any inchoate liens with respect to the Property. ☐ No
Closing Date:	The Effective Date.
Closing Process:	☒ Escrow-style (through the offices of the Escrow Holder) ☐ In-person at the office of the Escrow Holder ☐ Other: _____
Closing Costs:	Buyer will pay (a) 50% of the escrow fee charged by Escrow Holder; (b) the premium applicable to the Title Policy; (c) the cost of any of its examinations and inspections and audits of the Property (including the Survey); (d) 50% of all documentary and other transfer taxes imposed by the Commonwealth of Pennsylvania and Luzerne County payable in connection with the recordation of the Deed; and (e) any other recording fees for the Deed (as defined in this Agreement). Seller will pay (i) 50% of all documentary and other transfer taxes imposed by the Commonwealth of Pennsylvania and Luzerne County payable in connection with the recordation of the Deed; (ii) 50% of the escrow fee charged by Escrow Holder; (iii) the cost of the endorsements or other fees or expenses required to insure over or delete any title exceptions shown on the title report or the Survey that are not Permitted Exceptions; (iv) the Commission(s) (as indicated below); and (v) the recording fees for the release of the Existing Liens and the release of other matters not constituting Permitted Exceptions, and any other documents contemplated by this Agreement. All other closing costs not specifically set forth in this Agreement will be paid by the parties as is customary in the jurisdiction in which the Property is located. Seller and Buyer will each pay their respective (x) legal fees and expenses, (y) share of prorations (as provided below), and (z) cost of all opinions, certificates, instruments, documents and papers required to be delivered, or caused to be delivered, by it under this Agreement and the cost of all its performances under this Agreement.

Closing Deliveries - Seller:	(Check all that are applicable to this transaction) ☐ General Warranty Deed ☒ Special (or Limited) Warranty Deed, in the form attached as **Exhibit D** (the "**Deed**"), from each Seller ☒ Assignment of Ground Lease, in the form attached as **Exhibit E** ("**Assignment of Ground Lease**"), which will provide, among other things, for Buyer to receive all rent payments due to the "landlord" under the Ground Lease from and after Closing ☒ Memorandum of Ground Lease, in the form attached as **Exhibit Q** (the "**Memorandum of Ground Lease**"), as executed by Nautilus ☒ Non-Foreign Certification, in the form attached as **Exhibit F** ("**FIRPTA**"), from each Seller ☒ Evidence reasonably satisfactory to Title Company that all necessary authorizations for this transaction have been obtained by Seller, and such other documents and instruments, payments, indemnities, releases and agreements (including, without limitation, an ALTA owner's affidavit in form attached as **Exhibit K**) as may be reasonably requested by Escrow Holder or Title Company in order to issue the Title Policy and consummate the transaction contemplated by this Agreement ☒ releases of the Existing Liens, if any, reasonably satisfactory to Buyer and Title Company ☒ to the extent not previously delivered to Buyer and within the reasonable possession or control of Seller or its affiliates, and reasonably locatable, originals of the Ground Lease, Assigned Contracts, Seller Permits, licenses and other governmental authorizations with respect to the Property ☒ a Closing Statement signed or initialed by Seller ☒ Assignment and Assumption Agreement for Assigned Contracts, in the form attached as **Exhibit G** ("**Assignment and Assumption Agreement**"), from each Seller ☒ Assignment of Existing Warranties, in the form attached as **Exhibit H** ("**Assignment of Warranties**") ☒ Bill of Sale, in the form attached as **Exhibit I** for the Conveyed Personal Property ("**Bill of Sale**") ☒ All keys in Seller's possession or control relating to the Property ☒ for the Ground Lease and the Assigned Contracts, duly executed letters notifying Nautilus and any vendors of the sale of the Property ☒ An updated rent roll

	☒ evidence of assignment of all Seller Permits required by the Buyer save where the same do not run with the Property ☒ An estoppel, in form and substance reasonably acceptable to Buyer, executed by the Seller with regard to the Ground Lease if not included in the Assignment of Ground Lease ☒ An estoppel, in substantially the form attached as **Exhibit M**, executed by Nautilus with regard to the Ground Lease ☒ Property transfer tax declarations, as applicable, for the Commonwealth of Pennsylvania and Luzerne County ☒ Assignment of Wholesale PPA and Retail PPA, in the form attached as **Exhibit N**, assigning that certain Wholesale PPA and that certain Retail PPA from Talen Generation, LLC to Amazon Energy LLC (the "**Talen Generation PPA Assignments**") ☒ Assignment of Retail PPA, in the form attached as **Exhibit O**, assigning that certain Retail PPA from Seller to Buyer (the "**Cumulus Data Retail PPA Assignment**") ☒ Payover Agreement regarding assignment of right to receive any Lease Shortfall Payments (as defined in that certain Intercompany Side Letter Agreement dated May 13, 2021 made by Cumulus Coin LLC, Original Lessor and Nautilus) and any Shortfall Payments (as defined in that certain Intercompany Side Letter Agreement dated September 29, 2022 made by Cumulus Coin LLC and Original Lessor), in the form attached as **Exhibit P** ☒ the Escrow Agreement ☒ Transition Services Agreement ☒ HSR Consent ☒ Infrastructure Services Agreement ☒ Power Purchase Agreement (the "**PPA**")

Closing Deliveries - Buyer	☒ the Closing Payment by wire transfer of immediately available federal funds ☒ Assignment and Assumption Agreement ☒ Assignment of Ground Lease ☒ evidence reasonably satisfactory to Title Company that all necessary authorizations for this transaction have been obtained by Buyer, and such other documents and instruments as may be reasonably requested by Escrow Holder or Title Company in order to consummate the transaction contemplated by this Agreement and issue the Title Policy ☒ the Closing Statement ☒ the Escrow Agreement ☒ Talen Generation PPA Assignments ☒ Cumulus Data Retail PPA Assignment ☒ Transition Services Agreement ☒ Infrastructure Services Agreement ☒ PPA ☒ Memorandum of Ground Lease	
Governing Law:	Commonwealth of Pennsylvania	
Forum for Dispute Resolution:	Exclusively in the State and Federal Courts of the Commonwealth of Pennsylvania.	
Notice Addresses:	Seller:	Buyer:
	Cumulus Data LLC Attn: General Counsel 2929 Allen Parkway, 22nd Floor Houston, TX 77019 E: LegalServices@talenenergy.com With a copy to: Kirkland & Ellis LLP Attn: William J. Benitez, P.C.; John G. Caruso; Josh Teahen 609 Main Street Houston, TX 77002 E: william.benitez@kirkland.com; jcaruso@kirkland.com; josh.teahen@kirkland.com	c/o Amazon.com, Inc. Attention: Real Estate Manager (AWS) Site Code PHL100 P.O. Box 81226 Seattle, WA 98108-1226 With a copy to: c/o Amazon.com, Inc. Attention: General Counsel (AWS Real Estate) Site Code PHL100 P.O. Box 81226 Seattle, WA 98108-1226 and AWS-Legal-RE@amazon.com
Seller Broker:	None	

Buyer Broker:	None
NDA:	Nondisclosure Agreement, dated November 20, 2022 by Seller and Amazon.com, Inc.
Exhibits:	Exhibit A Description of Land Exhibit B Depiction of Land Exhibit C Assigned Contracts Exhibit D Form of Deed Exhibit E Form Assignment of Ground Lease Exhibit F Form FIRPTA Exhibit G Form Assignment of Contracts Exhibit H Form Assignment of Warranties Exhibit I Form Bill of Sale Exhibit J Conveyed Personal Property Exhibit K Form of Owner's Affidavit Exhibit L Seller Permits Exhibit M Form of Nautilus Estoppel Exhibit N Form of Talen Generation PPA Assignments Exhibit O Form of Cumulus Data Retail PPA Assignment Exhibit P Form of Payover Agreement Exhibit Q Form of Memorandum of Ground Lease
Schedules	Schedule 1 - Rezoning Requirement Escrow Account Schedule 2 - Owner's Proforma Title Policy Schedule 6.1 Schedule 6.2 Schedule 11

1. Additional Definitions.

1.1. **"Business Day"** or **"business day"** means any day other than a Saturday, Sunday or federal or state holiday in the State or Country where the Land is located.

1.2. **"Closing"** means the consummation of this transaction as of the Closing Date.

1.3. "**Closing Payment**" means the Purchase Price as adjusted by the Closing Costs, prorations and credits specified in this Agreement, to be held and distributed by Escrow Holder solely in accordance with this Agreement and the Escrow Agreement.

1.4. **"Closing Statement"** means a statement to be prepared by Escrow Holder and approved by Buyer.

1.5. "**Contamination**" means any pollutants, contaminants, Waste, toxic substances or Hazardous Substances at, on, under or released to or from any part of the Land (including groundwater).

1.6. **"Environmental Law**" means any and all national, regional, federal and local laws (including common law, statute law, civil, criminal and administrative law) which are in force and binding including any and all binding directives, guidance notes, circulars, regulations and codes of practice made or issued under or pursuant to any such laws, and any and all judicial and administrative interpretation of each of the foregoing relating to (i) the protection, improvement, preservation or pollution of the environment, (ii) the protection of human health or safety (including occupational health and safety) or welfare, (iii) releases or threatened releases of any contaminant, (iv) the manufacture, handling, transport, use, treatment, storage, release, spillage or disposal, including the arrangement for disposal, of Hazardous Materials, (v) disposal or recycling of Waste, and (vi) the creation or existence of any noise, vibration, odor, radiation, common law, statutory or equivalent concept of nuisance or other adverse impact on the environment.

1.7. **"Existing Liens"** means all monetary liens affecting the Property and all indebtedness secured by any such lien for ascertainable amounts.

1.8. "**Hazardous Material(s)**" means any natural or artificial hazardous, toxic or dangerous substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended, or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), as amended, or any other laws, or any substance which, alone or in combination with others, is capable of causing harm to the environment or is likely to cause an actionable nuisance, or which are classified or considered to be contaminants, toxic, pollutants, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or regulated under the laws of the Commonwealth of Pennsylvania and/or the United States of America, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), or radon gas, urea formaldehyde, asbestos or lead.

1.9. **"Local Time"** means local time in Seattle, Washington.

1.10. "**Waste**" means any natural or artificial substance, material or product that the producer or other person in possession of it discards or intends or is required to discard or which is in the

relevant circumstances otherwise identified, prescribed, controlled or regulated as a waste under Environmental Law.

2. **Purchase and Sale**. Seller will sell to Buyer, and Buyer will purchase from Seller, the Property, in accordance with this Agreement.

3. **Intentionally Omitted**.

4. **Intentionally Omitted**.

5. **Intentionally Omitted**.

6. **Representations and Warranties; Certain Covenants.**

6.1. Representations and Warranties of Seller. Seller represents and warrants the following to Buyer as of the Effective Date, except in each case as set forth on **Schedule 6.1**: (a) Seller is the sole legal owner of the Property; (b) Seller is duly organized and in good standing in the applicable State or Country of its organization and authorized to transact business in the applicable State(s); (c) this Agreement and all documents executed in connection herewith by Seller are duly authorized and binding upon Seller; (d) Seller has obtained all necessary consents and permissions related to the transactions contemplated by this Agreement, and required under any covenant, agreement, encumbrance, or laws; (e) no insolvency proceeding affects Seller; (f) to Seller's knowledge, all governmental authorizations required in connection with the Property are in full force and free from violation; (g) to Seller's knowledge, the Property and the operation thereof complies in all material respects with applicable laws and any agreements affecting the Property; (h) there are no unsatisfied written requests for repairs or improvements made or constructed on behalf of Seller that will not be paid prior to delinquency; (i) except as to those liens of record with respect to the Property which will be released on or before the Closing Date and the Permitted Exceptions, no material monetary encumbrance or adverse claim with respect to the Property has been disclosed to Seller in writing which remains unpaid or unsatisfied; (j) Seller has not received written notice of a default in respect of any of its obligations or liabilities pertaining to the Property which remains uncured, and to Seller's knowledge, no default exists, and no condition exists which with the passing of time without cure shall become a default, under any Assigned Contract; (k) intentionally omitted; (l) except as disclosed on the Title Policy or in the Ground Lease, Seller has not granted to any third party a right of first refusal, offer or option to purchase the Property, and to Seller's knowledge, there are no other third party rights of first refusal, offers or options to purchase the Property; (m) there are no proceedings pending or, to Seller's knowledge, threatened against or affecting Seller or any portion of the Property which would have a material adverse effect on the Property or Seller's ability to consummate the transactions contemplated by this Agreement; (n) to Seller's knowledge, there are no Hazardous Materials or adverse environmental conditions existing at, on, in, under or near, or emanating from the Property that could give rise to an action, duty or liability under any law, rule, ordinance, or common law theory; (o) to Seller's knowledge, there are no underground tanks/wells, landfills located on or under the Property; (p) intentionally omitted; and (q) the Ground Lease is in full force and effect, and Seller has not received or delivered any written notice asserting a default under the Ground Lease, and no condition exists which with the passing of time without cure shall become a default, under the Ground Lease by Seller or Nautilus.

6.2. Additional Representations and Warranties and Covenants of Seller. Seller represents and warrants the following to Buyer as of the Effective Date, except in each case as set forth on **Schedule 6.2**: (i) intentionally omitted, (ii) Seller has delivered to Buyer complete copies of each Assigned Contract; (iii) on and after the Closing Date, there will be no management or leasing agreements in effect relating to the Property which will be binding on the Property, other than the Ground Lease, the Infrastructure Services Agreement, the Transition Services Agreement and any agreements relating to the foregoing; (iv) except as to those liens of record with respect to the Conveyed Personal Property (hereinafter defined) which will be released on or before the Closing Date and the Permitted Exceptions, there exists no monetary encumbrance or, to Seller's knowledge, adverse claim with respect to the Property; (v) Seller, as landlord, has not received any written notice of default under any of the Assigned Contracts; (vi) to Seller's knowledge, all buildings and improvements on the Property, including all building systems, are in material compliance with applicable law; (vii) to Seller's knowledge, all buildings and improvements, and any design documents describing such buildings and improvements, or the operation thereof, do not infringe, misappropriate, or otherwise violate any third party's intellectual property rights; (viii) (A) that certain Access and Maintenance Easement Agreement by and between Cumulus Real Estate Holdings LLC and Susquehanna Nuclear, LLC as set forth in Record Book 3021 page 263476 (the "**Access and Maintenance Easement**"), (B) that certain Non-Exclusive Transmission Line Easement as set forth in Record Book 3022 page 73754, and Amended and Restated Grant of Utility Easement (Transmission Line) in Record Book 3022 page 74028 (the "**Transmission Line Easement**"), and (C) that certain Exclusive Substation Easement as set forth in Record Book 3022 page 73718 and Amended and Restated Exclusive Grant of Substation Easement in Record Book 3022 page 73931 (the "**Substation Easement**") are in full force and effect, and Seller has not received or delivered any written notice asserting a default under the Access and Maintenance Easement, the Transmission Line Easement or the Substation Easement, and to Seller's knowledge, no condition exists which with the passing of time without cure shall become a default, under the Access and Maintenance Easement, the Transmission Line Easement or the Substation Easement by Seller or any other party thereto, and no amounts owed by Seller or other obligations of Seller are outstanding under the Access and Maintenance Easement, the Transmission Line Easement or the Substation Easement.

6.3. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that (a) Buyer is duly organized, validly existing and in good standing in the State of its organization and authorized to transact business in the applicable State(s); (b) Buyer has all necessary power and authority to execute and deliver this Agreement and all documents related hereto to be executed by Buyer, and to perform all of Buyer's obligations hereunder and thereunder; (c) all documents to be executed by Buyer under this Agreement are duly authorized and binding upon Buyer; (d) no insolvency or other similar proceeding has occurred with respect to Buyer; and (e) neither the execution and delivery of this Agreement and all closing documents to be executed by Buyer, nor the performance of the obligations of Buyer hereunder, will result in the violation of any law or any provision of the organizational documents of Buyer or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Buyer is bound.

6.4. Survival. The representations and warranties of Buyer and Seller in this **Section 6** shall survive the Closing and delivery of the Deed for a period of twelve (12) months.

7. Intentionally Omitted.

8. Closing.

8.1. Closing Date; Location. The Closing will occur on the Closing Date in accordance with the Closing Process.

8.2. Closing Deliveries. On or prior to the Closing Date, Buyer will deliver to Escrow Holder the items set forth in the Section entitled "Closing Deliveries – Buyer" and Seller will deliver to Escrow Holder the items set forth in the Section entitled "Closing Deliveries – Seller," each as set forth in the Certain Agreement Details and Definitions of this Agreement.

8.3. Actions by Escrow Holder. On the Closing Date, Escrow Holder will:

(i) Record/register (or cause to be recorded / registered) the Deed and the Memorandum of Ground Lease (together with any other documents required to be recorded in the order approved by Buyer);

(ii) Pay the property transfer taxes due the Commonwealth of Pennsylvania and Luzerne County as set forth on the Closing Statement;

(iii) Deliver any amounts due to third parties (e.g., the holders of the Existing Liens) under the Closing Statement in accordance with the respective instructions of Buyer and Seller and such third parties, as applicable;

(iv) Wire the amount due Seller under the Closing Statement in accordance with wiring instructions from Seller;

(v) Deliver to Seller and Buyer fully-executed originals of all the applicable documents;

(vi) Cause Title Company to issue the Title Policy (if applicable) (with an effective date that is the same as the date and time of the recordation of the Deed) and deliver the Title Policy to Buyer as soon as reasonably practicable thereafter; and

(vii) File all information returns as may be required by applicable law (e.g., Section 6045 of the Internal Revenue Code) and take all other related reporting actions.

8.4. Prorations. All proratable expenses and income related to the Property will be prorated as of the Closing Date, with Buyer responsible as of the Closing Date. If the Closing Date is to occur less than 15 business days before the next tax bill is due, Seller will pay the bill and buyer will reimburse Seller for its prorated portion at Closing. Escrow Holder will base the prorations on a written statement approved by Buyer and Seller prior to the Closing Date. If any prorations are incorrect (or if additional information becomes available after Closing), the parties will promptly (no later than 90 days after the Closing Date or, for taxes, 30 days after proration information is available) adjust the payments. This **Section 8.4** will survive the Closing.

9. Brokers. Each party represents that it has dealt with no broker, agent or other person in connection with this transaction or any related transaction with the Buyer and Seller.

10. Intentionally Omitted.

11. Seller Covenants. Seller will (i) complete, at Seller's sole cost and expense, the construction on the Property set forth on **Schedule 11**, which includes completion of the shell building, under any and all applicable construction, design or other work agreements to which Seller or its affiliate is a party with respect to the same and otherwise in accordance with the Transitions Services Agreement; and (ii) pay or cause its affiliate to pay the annual amount(s) due to Salem Township as required under the Conditional Use Permit in connection with the purchase of a fire vehicle by the Township, and such payments shall be made until the full price of said vehicle in the amount of $900,000 has been paid. Notwithstanding anything to the contrary herein, following Closing, Seller shall use commercially reasonable efforts to assign or cause to be assigned to Buyer (a) those certain contracts set forth on **Exhibit C** that are denoted as being assigned post-Closing, and (b) those certain conveyances in lieu of condemnation matters, together with any settlement funds to be paid by or on behalf of the County of Luzerne in connection therewith, as set forth in those certain letters dated February 26, 2024 addressed to Cumulus Real Estate Holdings LLC from Catherine Rossman, Right of Way Agent, Arrow Land Solutions, LLC, and those certain Agreements of Sale and Deeds to be entered into with the County of Luzerne. This **Section 11** will survive Closing.

12. Indemnification Obligations. Seller will protect, defend, indemnify and hold Buyer harmless from and against (a) any third party claims arising or accruing prior to Closing under the Ground Lease, any Assigned Contract, or other agreement affecting the Property to which Seller is a party (including, but not limited to, claims from any broker claiming, by, through, or under Seller and any claims or liens arising from any construction, design or other work agreement); (b) any third party claims for infringement of intellectual property rights related to design documents for the Property; (c) any claim that results from any breach of any representation or warranty of Seller under this Agreement; provided, however, that (i) Buyer shall not have any right to bring any action after Closing against Seller for any said claim unless (x) the individual amount of each liability of Buyer arising under each such claim exceeds TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00), and (y) until the aggregate amount of all liability of Seller arising out of or relating to such claim(s) exceeding the individual threshold in (x), above, exceeds TWO-HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00), and (ii) in no event shall Seller's liability for all claims exceed, in the aggregate, an amount equal to FIFTY MILLION AND NO/100 DOLLARS ($50,000,000.00) (the "**Seller Liability Cap**"), and (iii) Seller shall have no liability with respect to any of Seller's representations and warranties herein if, prior to Closing, Buyer has actual knowledge of any breach of such representation or warranty of Seller herein and Buyer nonetheless consummates the transaction contemplated by this Agreement, nor to the extent such claim of Buyer constitutes or results from a breach by Buyer or a matter which is the responsibility of Buyer under this Agreement or any document executed by Buyer pursuant to this Agreement; provided, in the event Allegheny Electric Cooperative, Inc. asserts its right to participate in a Buyer nuclear reactor project on the Property by exercising its rights detailed in the Project Agreement (defined below) and the Title Policy (the "**AEC Option**"), the Seller Liability Cap shall be increased by THIRTY MILLION AND NO/100 DOLLARS ($30,000,000.00) solely as it relates to claims directly resulting from such assertion by Allegheny Electric Cooperative, Inc. Buyer will protect, defend, indemnify and hold Seller harmless from and against (i) any claim that results from any breach of any representation or warranty of Buyer under this Agreement, and (ii) any claim relating to the Property and first arising or accruing after the Closing, including any claim first arising or accruing after the Closing under any Permitted Exception, the Ground Lease, or Assigned Contract (except to the extent such claim

constitutes or results from a breach by Seller or a matter which is the responsibility of Seller under this Agreement or any document executed by Seller pursuant to this Agreement); provided, however, that, in no event shall Buyer's liability for all claims directly resulting from the AEC Option exceed, in the aggregate, an amount equal to TEN MILLION AND NO/100 DOLLARS ($10,000,000.00). Notwithstanding anything to the contrary set forth in this **Section 12**, in the event a mechanic's lien is filed against the Property in connection with any construction, design or other work agreement to which Seller or its affiliate is a party, Seller shall use commercially reasonable efforts to cause any such lien to be removed or bonded over within sixty (60) days of Seller's receipt of Buyer's written demand for the same.

This **Section 12** will survive Closing.

13. **Successors and Assigns.** Seller may not transfer its rights or obligations under this Agreement without (i) Buyer's consent, (ii) the assumption by transferee of Seller's obligations under this Agreement, and (iii) the joint and several liability of initial Seller for all of Seller's obligations under this Agreement. Buyer may not transfer its rights or obligations under this Agreement without Seller's consent; provided, that from and after Closing, Buyer has the right to assign its obligations under this Agreement to an affiliate without Seller's consent in connection with any internal restructuring or reorganization. Subject to the foregoing, this Agreement and the terms and provisions of this **Section 13** will inure to the benefit of and be binding upon the successors and assigns of the parties.

14. **Notices.** All notices, approvals, consents, requests or demands required or permitted to be given or served by either party to this Agreement will be in writing (unless otherwise expressly required), properly addressed to the addresses set forth at the beginning of this Agreement and will be delivered: (a) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, (b) by a nationally recognized overnight delivery service providing proof of delivery, or (c) by email delivery, if sent on a business day between the hours of 7:00 a.m. and 6:00 p.m. Local Time; provided within one (1) business day after the sending of such notice by email delivery a follow-up copy of such notice shall also be sent pursuant to either clause (a) or (b) above. Notices will be effective (i) in the case of registered or certified mail, on the date that is earlier of (x) the date receipt is acknowledged on the return receipt for such notice, or (y) the date that is five (5) business days after the date of posting by the United States Post Office, (ii) if by nationally recognized overnight delivery service providing proof of delivery, one (1) business day after the deposit of the notice with all delivery charges prepaid, and (iii) if by email delivery, on the date of delivery, provided that the email is sent on a business day during the hours stated above. Either party may by notice given aforesaid change its address for all subsequent notices. Notice will be deemed given upon delivery or when delivery is refused.

15. **Confidentiality.** This Agreement is subject to the NDA and Section 13.1 of the PPA. This **Section 15** will survive Closing.

16. **Further Assurances.** Each party will 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 the transactions described in this Agreement. After the Closing, Seller and Buyer will use commercially reasonable efforts to (i) (at no cost or expense to such party, other than any de minimis cost or expense or any cost or expense which the requesting party agrees in writing to reimburse) further effect the transactions contemplated in this Agreement and (ii)

obtain an amendment from Allegheny Electric Cooperative, Inc. of that certain Project Agreement dated December 16, 2021 (as amended, the "**Project Agreement**") by and between Cumulus Data LLC and Allegheny Electric Cooperative, Inc., such that: (a) the owner of the Property will send notice of intent to construct and/or operate any type of nuclear reactor project on the Property and that Allegheny Electric Cooperative, Inc. will have thirty (30) days to respond with its intent to exercise the AEC Option, (b) should Allegheny Electric Cooperative, Inc. not respond within such time, the Property owner will deliver a second notice regarding such project to Allegheny Electric Cooperative, Inc. and (c) should Allegheny Electric Cooperative, Inc. not respond within thirty (30) days of such second notice, Allegheny Electric Cooperative, Inc. shall forfeit such AEC Option in full and the Property owner shall have the right to record a termination of the AEC Option. If the amendment contemplated in this **Section 16(ii)** is not finalized on or before March 1, 2025, Seller will pay to Buyer liquidated damages of $500,000. This **Section 16** will survive Closing.

17. Matters of Construction.

17.1. Entire Agreement. This Agreement, the Term Sheet, and the NDA contain the entire agreement between the parties respecting the matters set forth in this Agreement and together supersede all prior agreements between the parties hereto respecting such matters. The Certain Agreement Details and Definitions, and the exhibits attached hereto, are incorporated into this Agreement as if fully set forth in (and will be deemed a part of) this Agreement.

17.2. Severability. If any term or provision of this Agreement (or the application the term or provision) to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

17.3. Interpretation. Words used in the singular will include the plural, and vice versa, and any gender will be deemed to include the other. Whenever the words "including", "include" or "includes" are used in this Agreement, they should be interpreted in a non-exclusive manner. The captions and headings of the Sections of this Agreement are for convenience of reference only, and will not be deemed to define or limit the provisions hereof. Except as otherwise indicated, all Exhibit and Section references in this Agreement will be deemed to refer to the Exhibits and Sections in this Agreement. In the event of a conflict between this Agreement and any Exhibit, the terms of this will control. Each party acknowledges and agrees that this Agreement (a) has been reviewed by it and its counsel; (b) is the product of negotiations between the parties; and (c) will not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language of this Agreement is to not to be resolved against Seller or Buyer, but will be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested by this Agreement.

17.4. No Waiver. Any party may at any time or times, at its election, waive any of the conditions to its obligations under this Agreement, but any such waiver will be effective only if contained in a writing signed by such party (except that if a party proceeds to Closing, notwithstanding the failure of a condition to its obligation to close, then such condition will be deemed waived by the Closing). No such waiver will reduce the rights or remedies of a party by reason of any breach by

the other party under this Agreement. Waiver by one party of the performance of any covenant, condition or promise of the other party will not invalidate this Agreement, nor will it be deemed to be a waiver by such party of the performance of any other covenant, condition or promise by such other party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right it may have by reason of the default of the other party will operate as a waiver of default or modification of this Agreement or will prevent the exercise of any right by such party while the other party continues to be so in default.

17.5. Consents and Approvals. Except as otherwise expressly provided in this Agreement, any approval or consent provided to be given by a party under this Agreement may be given or withheld in the sole and absolute discretion of such party.

18. **Disputes.** This Agreement will be governed by the Governing Law, excluding any conflicts of laws principles. Any dispute relating to this Agreement will be resolved in the Forum for Dispute Resolution. Each of the parties irrevocably submits to the Forum for Dispute Resolution for such disputes and waives all defenses of lack of personal jurisdiction and forum non-conveniens.

19. **Third Party Beneficiaries.** Except as otherwise expressly provided in this Agreement, Seller and Buyer do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party (express or implied), and no third party will be entitled to enforce or otherwise will acquire any right, remedy or benefit by reason of any provision of this Agreement.

20. **Amendments.** This Agreement may only be amended by written agreement signed by both parties.

21. **Escrow Holder.** Escrow Holder accepts its designation as Escrow Holder under this Agreement without further instruction from either party. The terms of this Agreement are the parties' joint instructions to the Escrow Holder to consummate the purchase in accordance with the terms and provisions of this Agreement. The provisions of this Section will survive the Closing.

22. **Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY.

23. **Counterparts.** Each party may deliver executed signature pages to this Agreement by electronic means to the other (e.g., PDF and DocuSign), and the electronic copy will be deemed to be effective as an original. This Agreement may be executed in any number of counterparts, each of which is an original and all of which together comprise the same Agreement.

24. **Anti-Corruption.** Seller and Buyer each have not, will not, and will ensure others operating on their respective behalf will not, pay bribes or illegal or improper payments, gifts or anything of value, solicitations, or demands to anyone in any way related to this Agreement or the Property including any Buyer or Seller, as applicable, employee or an employee of its parent company or any consultant recommended by Buyer or Seller. Buyer and Seller will maintain accurate and complete books and records concerning payments to third parties under or in relation to this Agreement.

Seller will notify Buyer promptly: (1) of any improper solicitation, demand or other request for a bribe, improper gift or anything of value, made by any party in any way related to this Agreement or the Property; and (2) if Seller (or a third party operating on its behalf), is directly

or indirectly asked by any person to make or offer any payment to a government official or authority (or any other person at a government official's request or with such officials' assent or acquiescence). Buyer may immediately terminate or suspend performance under this Agreement if Seller breaches its obligations under this **Section 24**.

25. No Liability for Consequential or Punitive Damages; Limitation of Liability. No party will be liable to the other party, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ("**Consequential Loss**") ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. Nothing in this Section will prevent, limit or exclude liability for Consequential Loss: (i) arising as a result of Buyer's or Seller's fraud, fraudulent misrepresentation, gross negligence or willful misconduct; and (ii) arising from a breach of Buyer's or Seller's confidentiality obligations, including the NDA.

26. Intentionally Omitted.

27. Timing; Business Days. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) will be extended until the immediately following business day; provided that, if Closing would be scheduled to occur on a non-business day, Closing will be delayed until the second business day after such non-business day. Time is of the essence with respect to the terms of this Agreement.

28. Intentionally Omitted.

29. Joint and Several Liability If and when included within the term "Buyer" or "Seller" as used in this Agreement, there is more than one person, firm or corporation, each will be jointly and severally liable for the obligations of Buyer or Seller, as applicable.

30. As-Is, Where-Is; No Representations or Warranties; Due Diligence Materials; Release.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER AGREES, EXCEPT AS OTHERWISE EXPRESSLY P FOR IN THIS AGREEMENT, INCLUDING SCHEDULE 1, (1) TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH FAULTS, WHETHER KNOWN OR UNKNOWN, AS OF THE CLOSING DATE, (2) (A) SELLER SHALL HAVE NO OBLIGATION TO RESTORATION, REPAIRS OR OTHER WORK OF ANY KIND OR NATURE WHATSOEVER ON OR AFFECTING THE PROPERTY SPECIFICALLY, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SHALL NOT BE RESPONSIBLE FOR ANY WORK ON OR IMPROVEMENT OF THE PROPERTY NECESSARY (X) TO CAUSE ANY PORTION OF THE PROPERTY TO MEET ANY ENVIRON LAW, (Y) TO REPAIR, RETROFIT OR SUPPORT ANY PORTION OF THE IMPROVEMENTS DUE TO THE SEISMIC OR STRUCTURAL I (OR ANY DEFICIENCIES THEREIN) OF THE IMPROVEMENTS, OR (Z) TO CURE ANY VIOLATIONS AND (3) EXCEPT AS OT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NO PATENT OR LATENT CONDITION AFFECTING ANY OF THE PROPERTY IN A WHETHER OR NOT KNOWN OR DISCOVERABLE OR DISCOVERED AFTER THE CLOSING DATE, SHALL AFFECT BUYER'S OBLIG PURCHASE THE PROPERTY OR TO PERFORM ANY OTHER ACT OTHERWISE TO BE PERFORMED BY BUYER UNDER THIS AGR NOR SHALL ANY SUCH CONDITION GIVE RISE TO ANY ACTION, PROCEEDING, CLAIM OR RIGHT OF DAMAGE OR

RESCISSION AGAINST SELLER. EXCEPT FOR THOSE COVENANTS, WARRANTIES AND REPRESENTATIONS, IF ANY, EXPRESSLY MA
SELLER IN THIS AGREEMENT, INCLUDING SCHEDULE 1 (THE "SELLER REPRESENTATIONS"), NO GUARANTY, PROMISE, PROJECT
PREDICTION, WARRANTY OR REPRESENTATION OF ANY TYPE (WHETHER WRITTEN OR ORAL OR EXPRESS OR IMPLIED) IS
SELLER OR ANYONE ACTING, OR CLAIMING TO ACT, BY, THROUGH OR UNDER SELLER ON SELLER'S BEHALF WITH RESPEC
PROPERTY OR ANY OPERATIONS THEREOF, INCLUDING, WITHOUT LIMITATION, AS TO ANY OF THE FOLLOWING: (I) FITNESS
PARTICULAR PURPOSE; (II) MERCHANTABILITY; (III) CONDITION, SAFETY, QUANTITY, QUALITY USE (PRESENT OR PR(
OCCUPANCY OR OPERATION; (IV) ABSENCE OF DEFECTS OR FAULTS; (V) ABSENCE OF HAZARDOUS OR TOXIC SUBSTAN
FLOODING; (VII) COMPLIANCE WITH ANY EXISTING OR FUTURE LAWS OR REGULATIONS, INCLUDING, WITHOUT LIMITATIC
RELATING TO ZONING, CONSTRUCTION, HEALTH OR SAFETY AND THE ENVIRONMENT AND THE AMERICANS WITH DISABI
OF 1990; (VIII) PAST, PRESENT OR FUTURE REVENUES OR EXPENSES; (IX) THE ACCURACY OF ANY ENVIRONMENTAL REPO
DILIGENCE MATERIALS, THIRD PARTY REPORTS OR OTHER DATA OR INFORMATION SET FORTH IN ANY DOCUMENT O
INFORMATION PROVIDED TO BUYER WHICH WERE PREPARED FOR OR ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES; C
OTHER MATTER RELATING TO SELLER, ANY OF ITS AFFILIATES, THE PROPERTY OR THE BUSINESS OPERATIONS THEREO
ACKNOWLEDGES THAT, EXCEPT WITH RESPECT TO THE SELLER REPRESENTATIONS, BUYER HAS ENTERED INTO THIS AGI
WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, E
USE, COMPLIANCE AND LEGAL CONDITION OF THE PROPERTY AND THAT, EXCEPT WITH RESPECT TO THE SELLER REPRESEN
BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS MADE BY SELLER OR ANYONE AC
CLAIMING TO ACT, BY, THROUGH OR UNDER SELLER ON SELLER'S BEHALF CONCERNING THE PROPERTY EXCEPT FOR TH
REPRESENTATIONS. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION
AGREEMENT AND SHALL NOT BE MERGED INTO ANY DOCUMENTS, EXECUTED OR DELIVERED AT CLOSING.

BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE, AND THA
AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONS
IN PURCHASING THE PROPERTY.

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS AND INDEMNIFICATION OBLIGATIONS OF SELLER S
HEREIN, INLCUDING SCHEDULE 1 OR IN THE DOCUMENTS DELIVERED AT CLOSING WHICH ARE EXPRESSLY STATED TO SURVI
CLOSING, BUYER RELEASES SELLER AND ANY REAL ESTATE BROKER, AGENT, REPRESENTATIVE, AFFILIATE, DIRECTOR,
SHAREHOLDER, EMPLOYEE, SERVANT OR OTHER PERSON OR ENTITY ACTING ON SELLER'S BEHALF (COLLECTIVELY, THI
RELATED PARTIES") FROM ALL CLAIMS WHICH ANY BUYER OR ANY PARTY RELATED TO OR AFFILIATED WITH BUYER HAS
HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE PROPERTY, IN
WITHOUT LIMITATION THE DOCUMENTS AND INFORMATION REFERRED TO HEREIN, ANY CONSTRUCTION DEFECTS, EF
OMISSIONS IN THE DESIGN OR CONSTRUCTION, AND ANY ENVIRONMENTAL CONDITIONS, AND BUYER SHALL NOT LOO
SELLER RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FU
FORCE AND EFFECT

**ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNS
CLAIMS, DAMAGES AND CAUSES OF ACTION.**

31. Property Improvements, Existing Buildings; Ground Lease; Estoppel Certificates.

31.1. Intentionally Omitted.

31.2. Intentionally Omitted.

31.3. Intentionally Omitted.

31.4. Additional Prorations. All proratable expenses and income related to the Ground Lease will be prorated in favor of the Buyer from and including the Closing Date including without limitation, (a) charges payable with respect to the Assigned Contracts; and (b) rent under the Ground Lease, provided that any rent payments made in advance based upon estimated expense reimbursements to Seller will be prorated for Nautilus on an accrual basis based on the actual number of days in the period for which the advance payment is made. Any delinquent rental amounts due Seller under the Ground Lease as of the Closing Date will not be prorated at Closing and Seller may not proceed after Closing against Nautilus for owed delinquent rent; provided that, if after the Closing Date, Buyer collects any delinquent rent, Buyer will first apply such amounts, net of the costs of collection (including reasonable attorneys' fees), first to current rent payable for the month of Closing, second to post-Closing rent payable, third to past due rents payable for post-Closing periods, and fourth, the balance to Seller.

[signature page follows]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the dates below.

BUYER:

Amazon Data Services, Inc.,
a Delaware corporation

By: /s/ Keith Klein

Name: Keith Klein

Title: Authorized Signatory

Date Signed: March 1, 2024

SELLER:

CUMULUS DATA LLC,
a Delaware limited liability company

By: /s/ Cole Muller

Name: Cole Muller

Title: Executive Vice President

Date Signed: March 1, 2024

CUMULUS REAL ESTATE HOLDINGS LLC,
a Delaware limited liability company

By: /s/ Cole Muller

Name: Cole Muller

Title: Executive Vice President

Date Signed: March 1, 2024

ESCROW HOLDER'S ACKNOWLEDGEMENT

The undersigned executes this Agreement to evidence its receipt of a fully executed copy of this Agreement and its agreement to act as Escrow Holder in accordance with the terms of this Agreement. Escrow Holder agrees to act as "the person responsible for closing" the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

FIDELITY NATIONAL TITLE COMPANY,
a California corporation

By: /s/ Nathan Thompson
Name: Nathan Thompson
Title: VP – Escrow Officer

Exhibit 21.1

Subsidiaries of Talen Energy Corporation

The following is a list of the subsidiaries of Talen Energy Corporation as of June 20, 2024.

Name	**Jurisdiction**
Brandon Shores Battery Storage LLC	Delaware
Brandon Shores LLC	Delaware
Brunner Island, LLC	Delaware
Brunner Island Services, LLC	Pennsylvania
Camden Plant Holding, L.L.C.	Delaware
Colstrip Comm Serv, LLC	Delaware
Cumulus Battery Storage Holdings LLC	Delaware
Cumulus Coin LLC	Delaware
Cumulus Coin Holdings LLC	Delaware
Cumulus Compute Holdings LLC	Delaware
Cumulus Data LLC	Delaware
Cumulus Data Holdings LLC	Delaware
Cumulus Digital LLC	Delaware
Cumulus Digital Holdings LLC	Delaware
Cumulus Growth Holdings LLC	Delaware
Cumulus Real Estate Holdings LLC	Delaware
Cumulus Renewables Holdings LLC	Delaware
Cumulus Texas Renewables LLC	Delaware
Dartmouth Plant Holding, LLC	Delaware
Dartmouth Power Associates Limited Partnership	Massachusetts
Dartmouth Power Generation, L.L.C.	Delaware
Dartmouth Power Holding Company, L.L.C.	Delaware
Elmwood Park Power, LLC	Delaware
Fort Armistead Road – Lot 15 Landfill, LLC	Delaware
H.A. Wagner LLC	Delaware
Holtwood, LLC	Delaware
Lady Jane Collieries, Inc.	Pennsylvania

Liberty View Power, L.L.C.	Delaware
LMBE Project Company LLC	Delaware
Lower Mount Bethel Energy, LLC	Delaware
Martins Creek, LLC	Delaware
MC OpCo LLC	Delaware
MC Project Company LLC	Delaware
Montana Growth Holdings LLC	Delaware
Montour, LLC	Delaware
Montour Services, LLC	Pennsylvania
Morris Energy Operations Company, LLC	Delaware
Newark Bay Cogeneration Partnership, L.P.	New Jersey
Newark Bay Holding Company, L.L.C.	Delaware
Noria Hondo Solar LLC	Delaware
NorthEast Gas Generation Holdings, LLC	Delaware
Pennsylvania Mines, LLC	Delaware
Raven FS Property Holdings LLC	Delaware
Raven Lot 15 LLC	Delaware
Raven Power Finance LLC	Delaware
Raven Power Fort Smallwood LLC	Delaware
Raven Power Generation Holdings LLC	Delaware
Raven Power Group LLC	Delaware
Raven Power Property LLC	Delaware
RMGL Holdings LLC	Delaware
Sapphire Power Generation Holdings LLC	Delaware
Silverthorn Solar LLC	Delaware
Susquehanna Nuclear, LLC	Delaware
Talen Conemaugh LLC	Delaware
Talen Energy Marketing, LLC	Pennsylvania

Talen Energy Services Group, LLC	Delaware
Talen Energy Services Holdings, LLC	Delaware
Talen Energy Supply, LLC	Delaware
Talen Generation, LLC	Delaware
Talen KeyCon Holdings LLC	Delaware
Talen Keystone LLC	Delaware
Talen Land Holdings, LLC	Pennsylvania
Talen MCR Holdings LLC	Delaware
Talen Montana, LLC	Delaware
Talen Montana Holdings, LLC	Delaware
Talen NE LLC	Delaware
Talen Technology Ventures LLC	Delaware
Talen Treasure State, LLC	Delaware
The Riverlands Recreation Area LLC	Delaware
Wagner Battery Storage Two LLC	Delaware
York Plant Holding, LLC	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form S-1 of Talen Energy Corporation of our report dated March 14, 2024, except for the financial statement schedule, as to which the date is April 4, 2024 relating to the financial statements and financial statement schedule of Talen Energy Corporation (Successor), which appears in this Registration Statement. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Houston, Texas
June 20, 2024

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Registration Statement on Form S-1 of Talen Energy Corporation of our report dated March 14, 2024relating to the financial statements of Talen Energy Supply, LLC (Predecessor), which appears in this Registration Statement. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Houston, Texas
June 20, 2024